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No. 3] NEW DELHI, SATURDAY, JANUARY 19, 1985/PAUSA 29, 1906

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किये गये सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

उपराष्ट्रपति सचिवालय

नई दिल्ली, 4 जनवरी, 1985

VICE-PRESIDENT'S SECRETARIAT

New Delhi, the 4th January, 1985

का. आ. 146.—पंजाब विश्वविद्यालय चंडीगढ़ के कुलाधिपति, पंजाब विश्व-विद्यालय के अधिनियम, 1947 के धारा 10 (3) द्वारा प्रकृत अधिकारों का प्रयोग करते हुए डा. आर. सी. पाल, कुलपति पंजाब विश्वविद्यालय को सहाय निम्नलिखित लाभ उनके कार्यकाल 1-11-79 से 31-12-84, अधिसूचना संख्या बी. पी. एस. / पी. यू. / 1980/1 दिनांक 1-1-80 के आंशिक संशोधन के साथ स्विकृति देते हैं।

S.O. 146.—In exercise of the powers conferred by section 10(3) of the Punjab University Act, 1947, the Chancellor of Panjab University, Chandigarh is pleased to sanction the following benefits to Prof. R. C. Paul, Vice-Chancellor, Panjab University, Chandigarh, for his tenure from 1-11-1979 to 31-12-1984 in partial modification of Notification No. VPS/PU/1980/1 dated 1-1-1980 :—

1. आनुसंधान, पंजाब विश्वविद्यालय कैलेण्डर, भाग-1, 1984, के नियम 150-1 पन्ना 162-163 के अनुसार।

1. Gratuity on the analogy of Regulation 15.1, at pages 162-163 of Panjab University Calendar, Volume I, 1984;

2. 150 दिन का अर्जित अवकाश का तब तक भुगतान पंजाब विश्व-विद्यालय कैलेण्डर के भाग -III, 1981 का धारा 17.3 पन्ना 90-91 के अनुसार।

2. Encashment of Earned leave equivalent to 150 days on the analogy of Rule 17.3 at pages 90-91 of Panjab University Calendar, Volume III, 1981;

3. पंजाब विश्वविद्यालय कैलेण्डर, भाग -1, 1984 के नियम 12.2 (ब) पन्ना 154-155 के अनुसार 6 माह की फरलो छुट्टी आश्वेन पर, इस अनुमति के अनुसार कि उस अवधि में बाह्य व्यापार करें अथवा कहीं पर काम करें।

3. Furlough leave up to six months on half pay on the analogy of Regulation 12.2 (B) at pages 154-155 of Panjab University Calendar, Volume I, 1984, with permission to do business or serve elsewhere during that period.

[संख्या बी. पी. एस. / पी. यू. / 1980 / 1]

[No. VPS/PU/1980/1]

पृथ्वी सिंह, भारत के उपराष्ट्रपति तथा पंजाब विश्वविद्यालय के कुलाधिपति के सचिव

PRITHI SINGH, Secy. to the Vice-President of India &
Chancellor, Panjab University

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 16 नवम्बर, 1984

(आयकर)

का. आ. 147.—आयकर अधिनियम, 1961 (1961 का 43) क धारा 780-छ की उपधारा (2ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रिय सरकार एतद्वारा उक्त खण्ड के प्रयोजनार्थ, "अरुलमिगु थ्यागराज स्वामी थिरुक्कोयिल मन्दिर, थिरुवरुर" को सम्पूर्ण भारत में ऐतिहासिक महत्व का स्थान अधिसूचित करता है।

[सं. 6040 (फा. सं. 176/55/84-आ. क. नि.-1)]

आर. के. तिवारी, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 16th November, 1984

(INCOME-TAX)

S.O. 147.—In exercise of the powers conferred by sub-section (2)(b) of Section 80-G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Arulmigu Thiagarajaswami Thirukkoyil Temple, Thiruvavur" to be a place of historic importance throughout India.

[No. 6040/F. No. 176/55/84-IT(AI)]

R. K. TEWARI, Under Secy.

नई दिल्ली, 4 जनवरी, 1985

आदेश

स्टाम्प

का. आ. 148.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रिय सरकार एतद्वारा उस शुल्क को माफ करती है जो पंजाब वित्त निगम, चंडगढ़ द्वारा केवल एक सौ सैंतस लाख पचास हजार रुपये मूल्य के ऋणपत्रों (26 वां निर्गम) के रूप में जारी किए जाने वाले बन्ध पत्रों पर उक्त अधिनियम के अन्तर्गत प्रभावी है।

[सं. 3/85-स्टाम्प फा. सं. 33/59/84-वि. क.]

New Delhi, the 4th January, 1985

ORDERS

STAMPS

S.O. 148.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of debentures (26th Issue) to the value of rupees One hundred thirty seven lakhs fifty thousand only to be issued by Punjab Financial Corporation, Chandigarh, are chargeable under the said Act.

[No. 3/85-Stamp-F. No. 33/59/84-ST]

का. आ. 149.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रिय सरकार एतद्वारा उस शुल्क को माफ करती है जो कर्नाटक राज्य वित्तिय कारपोरेशन द्वारा जारी किए जाने वाले प्रामिसरी नोटों के रूप में तिन करोड़ पचास लाख रुपये मूल्य के "31" संख्या वाले तथा 9 प्रतिशत बांड 1999 (II श्रृंखला) के रूप में वर्णित बंध पत्रों पर उक्त अधिनियम के अन्तर्गत प्रभावी है।

[सं. 2/85-स्टाम्प/फा. सं. 33/58/84-वि. क. (II)]

S.O. 149.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory

notes, bearing the number "31" and described as 9% Bonds-1999 (II Series)", to the value of rupees Three crores eighty five lakhs only to be issued by the Karnataka State Financial Corporation are chargeable under the said Act.

[No. 2/85-Stamp-F. No. 33/58/84-ST(II)]

का. आ. 150.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रिय सरकार एतद्वारा उस शुल्क को माफ करती है जो कर्नाटक राज्य वित्तिय निगम द्वारा जारी किए जाने वाले प्रामिसरी नोटों के रूप में केवल छ करोड़ पांच लाख रुपये मूल्य के "30" संख्या वाले तथा "9 प्रतिशत बन्ध पत्रों 1999 (I श्रृंखला)" के रूप में वर्णित बन्ध पत्रों पर उक्त अधिनियम के अन्तर्गत प्रभावी है।

[सं. 1/85-स्टाम्प/फा. सं. 33/58/84-वि. क. (I)]

भगवान दाम, अवर सचिव

S.O. 150.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes, bearing the number "30" and described as "9% Bonds-1999 (1st Series)" to the value of rupees Six crores five lakhs only to be issued by the Karnataka State Financial Corporation are chargeable under the said Act.

[No. 1/85-Stamp-F. No. 33/58/84-ST(I)]

BHAGWAN DAS, Under Secy.

नई दिल्ली, 26 नवम्बर, 1984

आयकर

का. आ. सं 151.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (III) का अनुसरण करते हुए, केन्द्रिय सरकार एतद्वारा तं. के स्तम्भ 1 में उल्लिखित अधिसूचनाओं का अधिकरण करके तं. के उल्लिखित स्तम्भ 3 में कर वसूल अधिकारियों के स्थान पर तं. के स्तम्भ 2 में उल्लिखित व्यक्तियों को जो केन्द्रिय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूल अधिकार की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

क. सं. उन व्यक्तियों के नाम उन कर वसूल अधिकारियों के नाम उनके स्थान पर स्तम्भ 2 में उल्लिखित व्यक्तियों के नाम प्राधिकृत किया जाता है को प्राधिकृत किया जाता है।

1	2	3	4
1. श्री बी. एन. रंगनाथन	श्री श्री हंसव अहमद	मं. 4882	दि 27-8-1982 [फा. सं 398/ 27/82-आ. क.) (ब.)]
2. श्री एम. जयकृष्णननैयर श्री जी. मुनिवेशकटप्पा		मं. 5690	दि. 16-2-1983 [फा. सं. 398/2/83 आ. क. (ब.)]
3. श्री ड. एम. हार्म यावर श्री ए. के. नागराज		मं. 5199	दि. 24-5-83 [फा. सं. 398/2/ 83-आ. क. (ब.)]

2. यह अधिसूचना तत्काल लागू होगी और जहां तक स्तम्भ 2 में उल्लिखित व्यक्तियों का संबंध है कर वसूल अधिकारियों के रूप में उनके कार्यभार संभालने का तारीखों से लागू होगी।

[सं. 6054 (फा. सं. 398/31/84-आ. क. (ब.))]

New Delhi, the 26th November, 1984

INCOME-TAX

S.O. 151.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby authorises the persons mentioned below in column 2 being the Gazetted Officers of the Central Government, to exercise the powers of Tax Recovery Officer(s) under the said Act in place of the Tax Recovery Officers mentioned below in column 3 in supersession of the Notification(s) mentioned below in column 4 :

S. No.	Name of the person to be authorised to exercise powers of Tax Recovery Officer(s).	Name of Tax Recovery Officer(s) in place of whom the persons mentioned in column 2 to be authorised.	Old Notification No. and date to be superseded.
(1)	(2)	(3)	(4)
1.	Sh. B. N. Rangana- than	Late Sh. Haseeb Ahmed	No. 4882 dt. 27-3-1982 /F No. 398/27/82- IT(B)
2.	Sh. M. Jayakrishnan Nair	Sh. G. Muniveska- tappa	No. 5090 dt. 18-2-1983 /F. No. 398/2/83- IT(B)
3.	Sh. D. M. Halagiya- var	Sh. A. K. Nagaraja	No. 5199 dt. 21-5-1983 /F. No. 398/2/83- IT(B)

2. This Notification shall come into force with immediate effect and in so far as persons mentioned in column 2 from the date(s) they take over charge(s) as Tax Recovery Officers.

[No. 6054/F. No. 398/31/84-IT(B)]

का. आ. 152.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उप-खण्ड (iii) के अनुसरण में, केन्द्रीय सरकार एतद् द्वारा नीचे स्तम्भ 4 में उल्लिखित अधिसूचना का अधिलेखन करते हुए नीचे उल्लिखित स्तम्भ 3 में कर वसूली अधिकारियों के स्थान पर नीचे स्तम्भ 2 में उल्लिखित व्यक्तियों को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अंतर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

क. उन व्यक्तियों के नाम उन कर वसूली अधि- अधिकरण की जाने सं. जिन्हें कर वसूली अधि- कारियों के नाम जिनके बानी पुरानी अधि- कारी की शक्तियों का स्थान पर स्तम्भ 2 में सूचना की संख्या और प्रयोग करने के लिए उल्लिखित व्यक्तियों तारीख प्राधिकृत किया जाना को प्राधिकृत किया जाना है है

1	2	3	4
1.	श्री आर. सी. परमार	श्री एम. एच. पांडव	5069 दिनांक 28-1-83/फा. सं. 398/1/83-आ. क. (ब.)
2.	श्री ए. एच. परमार	श्रीमती यू. ए. चंदाराना	5452 दिनांक 7-11-1983/फा. सं. 398/1/83-आ. क. (ब.)

2. यह अधिसूचना उस तारीख से लागू होगी जिस तारीख से श्री आर. सी. परमार तथा श्री ए. एच. परमार कर वसूली अधिकारी के रूप में कार्यभार ग्रहण करते हैं।

[सं. 6052/फा. सं. 398/30/84-आ. क. (ब.)]

S.O. 152.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby authorises the persons mentioned in column 2 being Gazetted Officers of the Central Government to exercise the powers of Tax Recovery Officers under the said Act in place of the Tax Recovery Officers mentioned below in column 3 in supersession of the Notification mentioned below in Column 4 :

S. No.	Name of the person to exercise powers of Tax Recovery Officer.	Name of Tax Recovery Officer(s) in place of whom the persons in column 2 are to be authorised.	Old Notifications No. and date to be superseded.
(1)	(2)	(3)	(4)
1.	Shri R.C. Parmar	Sh. M.H. Pandav	No. 5069 dt. 28-1-1983 /F. No. 398/1/83- IT(B)
2.	Shri A.H. Parmar	Smt. U.A. Chandra- rana	No. 5452 dt. 7-11-1983/F. No. 398/1/83- IT(B)

2. This Notification shall come into force with effect from the date(s) S/Shri R. C. Parmar and A. H. Parmar take over charge(s) as Tax Recovery Officers.

[No. 6052/F. No. 398/30/84-IT(B)]

नई दिल्ली, 20 दिसम्बर, 1984

आयकर

का. आ. 152.—आयकर अधिनियम, 1961 (1961 का 45) की धारा 2 के खण्ड (44) के उप-खण्ड (iii) के अनुसरण में और भारत सरकार के राजस्व विभाग की दिनांक 3-6-1981 की अधिसूचना सं. 4008 (फा. सं. 398/8/81-आ. क. स. क.) का अधिलेखन करते हुए, केन्द्रीय सरकार एतद् द्वारा श्री राम स्वरूप को, जो केन्द्रीय सरकार, के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अंतर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री राम स्वरूप द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं. 6075/फा. सं. 398/38/84-आ. क. (ब.)]
बी० नागराजन, उप सचिव

New Delhi, the 20th December, 1984

INCOME-TAX

S.O. 153.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 4008 (F. No. 398/8/81-ITCC dated the 3-6-1981, the Central Government hereby authorises Shri Ram Swaroop, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri Ram Swaroop takes over charge as Tax Recovery Officer.

[No. 6075/F. No. 398/38/84-IT(B)]
B. NAGARAJAN, Dy. Secy.

वाणिज्य मंत्रालय

नई दिल्ली, 7 जनवरी, 1985

का.आ. 154--निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा मैसर्स पेस्ट कंट्रोल केमिकल्स, मैन रोड, कान्नावरी, थोला, गुन्टूर-4 तथा मैसर्स पेस्ट कंट्रोल केमिकल्स, शाखा कार्यालय, कमिश्नर, रोड, काकीनाडा को भी अल्युमिनियम फॉस्फाइड का निम्नलिखित मर्कों लिए धूम्रक के रूप में प्रयोग करते हुए धूम्रिकरण के लिए अधिकरण के रूप में 11 फरवरी 1985 से एक और वर्ष की अवधि के लिए मान्यता देती है :-

- (1) तेल रहित चावल की भूसी, और
- (2) हड्डी का चूरा, खुर और सींग

[फाइल सं. 5 (12)/83-ई आई एण्ड ई पी]

MINISTRY OF COMMERCE

New Delhi, the 7th January, 1985

S.O. 154.—In exercise of powers conferred by sub-Section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of one year with effect from 11th February, 1985 M/s. Pest Control Chemicals, Main Road, Kannavari, Thola Guntur-4 and also branch of M/s. Pest Control Chemicals at Commercial Road, Kakinada as an agency for the fumigation using Aluminium Phosphide as a fumigant for the following items :—

1. De-oiled Rice Bran ; and
2. Crushed Bones, Hooves and Horns.

[F. No. 5(12)/83-EI & EP]

का.आ. 155 -निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा मैसर्स पेस्ट मोर्टन (इंडिया) प्राइवेट लिमिटेड, 53-1-16, मेकवान स्ट्रीट, जगननाकीपुर, काकीनाडा-2, को अल्युमिनियम फॉस्फाइड का निम्नलिखित मर्कों के लिए धूम्रक के रूप में प्रयोग करते हुए धूम्रिकरण के लिए अधिकरण के रूप में 14 जनवरी 1985 से एक और वर्ष की अवधि के लिए मान्यता देती है --

- (1) तेल रहित चावल की भूसी, और
- (2) हड्डी का चूरा, खुर और सींग

[फाइल सं. 5 (3)/82-ई आई एण्ड ई पी]

S.O. 155.—In exercise of powers conferred by Sub-Section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of one year with effect from 14th January, 1985 M/s. Pest Mortem

(India) Private Limited, 53-1-16, Mekavan Street, Jagannaikpur, Kakinada-2, as an agency for the fumigation using Aluminium Phosphide as a fumigant for the following items :—

1. De-oiled Rice Bran ; and
2. Crushed Bones, Hooves and Horns.

[F. No. 5(3)/82-EI & EP]

(वाणिज्य विभाग)

नई दिल्ली, 1 जनवरी, 1985

का.आ. 156--निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 3 के साथ पठित निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, वाणिज्य सचिव, वाणिज्य मंत्रालय (वाणिज्य विभाग) को अध्यक्ष और निम्नलिखित को निर्यात निरीक्षण परिषद के सदस्यों के रूप में 1 जनवरी 1985 से एक वर्ष की अवधि के लिए नामित करती है।

1. निदेशक, निरीक्षण एवं क्वालिटी नियंत्रण, निर्यात निरीक्षण परिषद, नयी दिल्ली—सदस्य- सचिव
2. महानिदेशक, भारतीय मानक संस्थान, नयी दिल्ली—पदेन
3. भारत सरकार का कृषि विपणन सलाहकार—पदेन
4. महानिदेशक, वाणिज्य आसूचना तथा सांख्यिकी, कलकत्ता—पदेन
5. सचिव (तकनीकी विकास) उद्योग मंत्रालय, नयी दिल्ली
6. अपर सचिव, वाणिज्य मंत्रालय, नयी दिल्ली
7. महानिदेशक, राष्ट्रीय परख सदन, कलकत्ता
8. श्रीमती अरुणा माकन, निदेशक (वित्त विभाग) वाणिज्य मंत्रालय, नयी दिल्ली
9. महानिदेशक, लैडर रिसर्च इंस्टीट्यूट, मद्रास
10. निदेशक, सेन्ट्रल फूड टेक्नॉलॉजीकल रिसर्च इंस्टीट्यूट मसूर-570013
11. विकास आयुक्त, लघु, उद्योग, निर्माण सदन, नयी दिल्ली
12. अध्यक्ष, फेडरेशन आफ एसोसिएशन आफ स्माल इण्डस्ट्रीज
13. अध्यक्ष, सीफूड एक्सपोर्ट एसोसिएशन, कोचीन
14. अध्यक्ष, लैडर एक्सपोर्ट प्रोमोशन काउंसिल, मद्रास
15. अध्यक्ष, इंडियन जूट मिल एसोसिएशन
16. अधिशासी निदेशक, इंजीनियरिंग निर्यात सम्बंधन परिषद
17. अध्यक्ष, काजू निर्यात सम्बंधन परिषद, एम. जी. रोड, एर्नाकुलम, कोचीन-11

18. माइसंटेड (प्रा.) लिमिटेड, बंगलौर (मद्रास, विजयवाड़ा, विशाखापत्तनम)।
19. मैसर्स लायड्स रजिस्टर आफ शिपिंग, फेयरलाई प्लेस, कलकत्ता-700001।

[3 (94)/75-ई आई एंड ई पी]

एन. एस. हरिहरन, निदेशक

(Deptt. of Commerce)

New Delhi, the 1st January, 1985

S.O. 156.—In exercise of the powers conferred by Section 3 of the Export (Quality Control and Inspection) Act 1963 (22 of 1963) read with Rule 3 of the export (Quality Control and Inspection) Rules, 1964, the Central Government hereby appoints Commerce Secretary, Ministry of Commerce (Department of Commerce) as Chairman and nominates the following as Members of the Export Inspection Council for a period of one year with effect from 1st January 1985.

1. Director of Inspection and Quality Control Export Inspection Council, New Delhi—member-Secretary
2. Director General of Indian Standards Institution New Delhi—Ex-Officio
3. Agricultural Marketing Advisor to the Government of India—Ex-Officio
4. Director General of Commercial Intelligence and Statistics, Calcutta—Ex-Officio.
5. Secretary (Technical Development) of Industry, New Delhi.
6. Additional Secretary, Ministry of Commerce, New Delhi.
7. Director General National Test House—Calcutta.
8. Mrs. Aruna Makhan, Director (Finance Division), Ministry of Commerce, New Delhi.
9. Director, Central Leather Research Institute—Madras.
10. Director, Central Food Technological Research Institute—Mysore—570 013.
11. Development Commissioner, Small Scale Industries, Nirman Bhavan, New Delhi.
12. President, Federation of Association of Small Industries.
13. President, Seafood Exporters' Association—Cochin.
14. Chairman, Leather Export Promotion Council—Madras.
15. Chairman, Indian Jute Mills Association.
16. Executive Director, Engineering Export Promotion Council.
17. Chairman, Cashew Export promotion Council, M. G. Road, Ernakulam—Cochin-11.
18. Mysodet (P) Ltd., Bangalore—(Madras, Vijaywada, Visakhapatnam).
19. M/s. Lloyd's Register of Shipping, 1, Fairlie Place, Calcutta—700 001.

[No. 3(94)/75-EI&EP]

N. S. HARIHARAN, Director.

(मुख्य नियंत्रक आयात-निर्यात का कार्यालय)

(बी. एल. सेशन)

नई दिल्ली, 4 जनवरी, 1985

आदेश

का. आ. 157.—मैसर्स मोदी कार्पेट्स लि., मिथिल लाइन, मोदी नगर, उत्तर प्रदेश को एक मरसीडी बेंज 280 एम. ई. एल.

वार के आयात के लिए 2,47,100/-रु० के मूल्य का एक सीमा-शुल्क निकासी परमिट नं. पी/जे./3066792, दिनांक 10-12-84 दिया गया था। आवेदक ने उपर्युक्त सीमा-शुल्क निकासी परमिट की अनुलिपि प्रति के लिए इस आधार पर आवेदन किया है कि मूल सीमा-शुल्क निकासी परमिट अस्थायित्व हो गया है। आगे यह भी बताया गया है कि मूल सीमा-शुल्क निकासी परमिट किसी भी सीमा-शुल्क प्राधिकारी के पास पंजीकृत नहीं करवाया गया था और उसका विस्तार भी उपयोग नहीं किया गया है।

2. अपने तर्कों के समर्थन में आवेदक ने उचित व्यापक प्राधिकारी के सामने विधिवत् शपथ लेकर एक शपथ पत्र दायित्व किया है। तदनुसार मैं संतुष्ट हूँ कि मूल सीमा-शुल्क निकासी नं. पी/जे./3066792 दिनांक 10-12-84 आवेदक द्वारा खो गया है समय-समय पर यथा-संगत आयात (नियंत्रक) आदेश, 1955, दिनांक 7-12-1955 की उपधारा 9 (ग ग) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए मैसर्स मोदी कार्पेट्स लि., मोदी नगर उत्तर प्रदेश के नाम में जारी किए गए कथित मूल सीमा-शुल्क निकासी परमिट नं. पी/जे./3066792, दिनांक 10-12-84 को एनर्वाइव रद्द किया जाता है।

3. पार्टी को सीमा-शुल्क निकासी परमिट की अनुलिपि प्रति अलग से जारी की जा रही है।

[फाइल नं. आई. 25/81-82/बी. एल. एम./2876]

एन. एस. कृष्णामूर्ति, उप मुख्य नियंत्रक, आयात-निर्यात

(Office of the Chief Controller of Imports & Exports)

(B. L. Section)

New Delhi, the 4th January, 1985

ORDER

S.O. 157.—M/s. Modi Carpets Ltd., Civil lines, Modi Nagar, U. P. was granted a Customs Clearance Permit No. P/J/3066792 dt. 10-12-84 for Rs. 2,47,100 only for import of one Mercedes Benz 280 SEL car. The applicant has applied for issue of duplicate copy of the above mentioned Customs Clearance Permit on the ground that the original CCP has been misplaced. It has further been stated that the original CCP was not registered with any Customs authority and such the value of the CCP has not been utilised at all.

2. In support of his contention, the licensee has filed an affidavit duly sworn before appropriate judicial authority I am accordingly satisfied that the original CCP No. P/J/3066792 dt. 10-12-84 has been lost by the applicant. In exercise of the powers conferred under Sub-Clause 9(cc) of the Import (Control) Order, 1955 dt. 7-12-1955 as amended from time to time, the said original CCP No. P/J/3066792 dt. 10-12-84 issued to M/s. Modi Carpets Ltd., Modinagar U. P. is hereby cancelled.

3. A duplicate copy of the Customs Clearance Permit is being issued to the party separately.

[F. No. I-25/81-82/BLS/2876]

N. S. KRISHNAMURTHY, Dy. Chief Controller of Imports & Exports

नई दिल्ली, 23 नवम्बर, 1984

आदेश

का. आ. 158.—भंडार नियंत्रक, केन्द्रीय रेलवे, वी.टी. बम्बई को आर. एल. ओ. रेकमण्डेशन सं. 83/एल. आई. एल. 14 सी. आर. (5) दिनांक 15-12-83 के प्रति संलग्न सूची के अनुसार कान्ट्रेक्ट पिन कैरियर के आयात

के लिए केवल 19,721/- रु. का आयात लाइसेंस सं. जी./
आर./3202378 दिनांक 7-1-78 दिया गया था।

4. The duplicate Exchange Control Copy of the import licence is being issued separately.

[F. No. 32-C/Rly/83-84/GLS]

नई दिल्ली, 5 मार्च 1985

सिंह-३

का. आ. 150.—इसने जी. पी. रसा. नि.सं. वि. , लंदे दिगो को जाड़े. जी. पी. आई./आई. यू.ए. सो. आई. स्टूड. के लंदे पत्रिका जर्मनी/जापान से राष्ट्रीय के लिए संस्था जी. पी. रसा. नि.सं. वि. के विनिर्माण के लिए ई.पी.ए. लंदे सर्वोपरी के लंदे के लिए 7.75.01-000 रूप का यू.ए. लंदे लंदे । जी. पी. रसा. नि.सं. वि. /2096832 दिनांक 5-11-84 प्रदान किया गया था।

अब फर्माये जाइयें की अनुविधि मुद्रा विनिमय नियंत्रण प्रति जारी करने के लिए इस आधार पर ओपन किया है, कि पूरा मुद्रा विनिमय नियंत्रण प्रति सोमा-मुद्रा प्राविहारी के पास संशुद्ध करवाये गे जाई ही और उक्त अधिकार के उपयोग करने के बाद खो गई/बचाया गये हो गई है। अब जेय मूद्रा शर्तों 6, 4, 13, 9, 14 20 712 की प्रा-
राणि के लिए अनुविधि मुद्रा विनिमय नियंत्रण प्रति को आवश्यक है। फर्माइय बात में सहमत है और अतः भी दूरी है कि यदि पूरा मुद्रा विनिमय नियंत्रण प्रति फिर जारी है, तो उक्त प्रा-राणि के रिहाई के लिए लौटा देनी।

3. इस तर्क का मतर्था में फर्क है 1934-85 में पिए. आयात-निर्गत क्रियाविविध पुस्तक के अध्याय-15 को पृ. 353 के पन्ना वादित। एक सपथ-यत्र दाखित किया है। प्रमादित को इस वाक्य से संयुक्त है कि आयात-वाडसेस में पी./मी. जा./20,33332, दिनांक 5-11-84 को मूल मुद्रा विनिमय निरवयव को जो गरी है ओर निर्देश देता है कि फार्म को आयात लाइसेंस की अनुमति मुद्रा विनिमय निरवयव को जारी की जाए। मूल मुद्रा विनिमय निरवयव को रद्द कर दी गई है।

4. आगमन ताइरॉन की अनुमतिपि मरुदा विविध विविध प्रवि अलग से जगती की जा रही है।

[४६८ सं. ४०७/३४/६४-८५/ मी. जी.-४/३२६]

पानि वै ७, उप-सृष्टय निर्यवत् ज, पानि-निर्याति
कृते १३३ निर्यवत्, आया र्भतिर्याति

New Delhi, the 5th January, 1985

ORDER

S.O. 159.—M/s. Jaypee Rewa Cement Ltd., New Delhi were granted import licence No. P/CG/2096332 dt. 5-11-84 for Rs. 7,75,01,030 for import of capital goods machinery for the manufacture of cement as per list attached from West Germany/Japan against IDBI/IFCI loan.

2 The firm has now requested for the issued of duplicate exchange copy on the ground that original Exchange Purpose copy has been lost/misplaced before having been registered with any Custom Authority and utilised partly. The total amount for which the duplicate Exchange copy is now required to cover the balance value of Rs. 6,42,13,914.20. The firm agrees and undertakes to return the original Exchange Copy if traced to this office for record.

3. In support of their contention the firm has furnished an affidavit as required in para 353 of Chapter XV of Handbook of Import Export Procedures 1984-85. The undersigned is satisfied that the original Exchange Copy of Import Licence No. P/CG/2096832 dt. 5-1-84 has been lost and directs that duplicate Exchange Purpose Copy of import

३. अथ, भंडार निबंधक ने उपरोक्त वादों को अनु-
लिपि मुद्रा विनियम नियंत्रण एन का जारी करने के लिए
इस आधार पर आवेदन किया है कि जब मुद्रा विनियम निबंधन
प्रति बिना किसी सीमा-शुल्क प्राधिकारी के पास पंजीकृत
कराए और विक्रय भी प्रयोग में लाने बिना खा सदा
अस्थानांतर हो गई है। अथ, भंडार निबंधक, पेश्वे, इस बात में
सहमत हैं और वचन देते हैं कि मूल मुद्रा विनियम नियंत्रण
वाद में मिल जाने पर वे उसे एक शायलिंग के रिटार्ड के
लिए वापस कर देंगे ।

3. अपने तर्क के समर्थन में भंडार निबंधक, बम्बई ने 1984-85 की आयात-निर्यात द्विधादिप्रि पुस्तक के अध्याय 15 के पैरा 353 में दी गई शर्तों में मांगें गए अनुसार एक शपथ-पत्र दाखिल किया गया है। अधोहस्ताक्षरी संतुष्ट है कि आयात लाइसेंस सं. जी./आर. 3202378 दिनांक 7-1-84 की मूल मुद्रा विनिमय नियंत्रण प्रति खो गई है और आवेदक को अनुरूपि मुद्रा विनिमय नियंत्रण प्रति जारी करने का निदेश देता है। विनिमय नियंत्रक प्रति एतद्वारा रद्द की गई समझी जाए।

4. आयात लाइसेंस की अनुविधि सुद्धा त्रिनिमय नियंत्रण प्रति अलग से जारी की जा रही है।

[पत्र सं. 32-सी./रेनवे/83-84/जी. एन. एस.]

New Delhi, the 23rd November, 1984

ORDER

S.O. 158.—Controller of Stores Central Railway V. T. Bombay, was granted an Import Licence No. G/R/320278 dated 7-1-84 for Rs. 19,721 only for the import of Contract Pin Carrier as per list attached against RLO Recommendation No. 83/LIL/14CR(5) dt. 15-12-1983.

2. Controller of Stores, have now requested for issue of Duplicate Exchange Control Copy of the above licence on the ground that the original Exchange Control Copy has been lost/misplaced without being registered with the Custom Authority and utilised at all. Now Controller of Stores, Bombay agrees and undertakes to return the original Exchange Control Copy, if traced later on to this office for record.

3. In support of their contention Controller of Stores, Bombay, have filed an affidavit as required in terms of Para 353 of Chapter XV of Hand Book of Import-Export Procedures for 84-85. The undersigned is satisfied that the original exchange control copy of Import Licence No. GJR/3202378 dated 7-1-84 has been lost and directs that duplicate Exchange Control Copy may be issued to the applicant. The original exchange control copy is hereby treated as cancelled.

licence may be issued to the firm. The original exchange copy has been cancelled.

The duplicate Exchange copy of import licence is issued separately.

[F. No. 407/34/84-85/CG-IV/336]

PAUL BECK, Dy. Chief Controller of Imports & Exports
for Chief Controller of Imports & Exports

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 3 जनवरी, 1985

का. आ. 160.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा-3 की उपधारा (1) के खण्ड (ख) के उपबंधों के अनुसरण में कर्नाटक विश्वविद्यालय के मिनेट ने डाक्टर एम. जे. नागालोटीमथ को पहली सितम्बर, 1984 से भारतीय आयुर्विज्ञान परिषद् का सदस्य निर्वाचित किया है।

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा-3 की उपधारा (1) के अनुसरण में तत्कालीन स्वास्थ्य मंत्रालय की अधिसूचना संख्या 5-13/59-एम.-I, तारीख 9 जनवरी, 1960 में आगे और निम्नलिखित संशोधन करती है; अर्थात्:—

उक्त अधिसूचना में “धारा-3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित” शेषक के अन्तर्गत क्रम संख्या 4 और उससे सम्बंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टियाँ रखी जाएँ, अर्थात्:—

“4. डा. एम. जे. नागालोटीमथ, प्रोफेसर, जे. एन. मेडिकल कालेज, बेलगांव, कर्नाटक राज्य।”

[सं. बी. 11013/8/83-एम. ई. (पी.)]

MINISTRY OF HEALTH AND FAMILY WELFARE
(Department of Health)

New Delhi, the 3rd January, 1985

S.O. 160.—Whereas in pursuance of the provision of clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956), Dr. S. J. Nagalotimath has been elected by the Senate of the Karnataka University to be a member of the Medical Council of India with effect from the 1st September, 1984.

NOW, therefore, in pursuance of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following amendment in the notification of the late Ministry of Health No. 5-13/59-MI, dated the 9th January, 1960, namely:—

In the said notification, under the heading “Elected under clause (b) of sub-section (1) of section 3”, for serial number 4 and entries relating thereto, the following serial number and entries shall be substituted, namely:—

“4. Dr. S. J. Nagalotimath,
Professor, J. N. Medical College,
Belgaum, Karnataka State.”

[No. V. 11013/8/83-ME(P)]

का. आ. 161.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102), की धारा-3 की उपधारा (1) के खण्ड (घ) के उपबंधों के अनुसरण में किसी भी राज्य मेडिकल रजिस्टर में दर्ज उक्त अधिनियम की तीसरी अनुसूची के भाग-1 में सम्मिलित चिकित्सीय अर्हताओं वाले व्यक्तियों द्वारा अपने बीच में से चुने गए निम्नलिखित सात व्यक्तियों को निर्वाचन अधिकारी द्वारा 15 अक्टूबर, 1984 से भारतीय आयुर्विज्ञान परिषद् का सदस्य निर्वाचित घोषित किया गया है, अर्थात्:—

(1) डा. मदन गोपाल गर्ग, एल. एम. एम. पी. (पंजाब)
कृष्ण नगर, करोल बाग, नई दिल्ली-110005।

(2) डा. भास्करन चैतुपैट बालाकृष्ण पिल्लै, डी. एम. एल. (मद्रास),
316, पाइक्रॉफ्ट रोड, रोगपेट्टा, मद्रास-600014।

(3) डा. वनन्त अनन्त कामथ, एन. सी. पी. एस. (बम्बई)
32, हरीशचन्द्र गोरेगांवकर रोड, गांवदेवी, बम्बई-400007।

(4) डा. रामजीभाई त्रिमजिया, एन. एम. पी. (गुजरात),
कमल कज, आई. आर. एल. ए., त्रिज, एम. बी. रोड,
अंधेरी (पश्चिम), बम्बई-400058।

(5) डा. राधा मोहन मिह, एल. एम. एम. एफ. बन्धु, निवान,
लांका, वाराणसी, उत्तर प्रदेश।

(6) डा. चुन्नी लाल बजाज, एल. एम. पी. (सी. पी.) विजय
नगर दिल्ली-8।

(7) डा. कृष्ण गोपाल मिन्न, एल. एस. एम. एफ. (उत्तर
प्रदेश) खैर नगर बाजार, मेरठ, उत्तर प्रदेश।

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 3 की उपधारा (1) के अनुसरण में तत्कालीन स्वास्थ्य मंत्रालय की अधिसूचना संख्या 4-13/59-एम.-I (का. आ. 138) तारीख 9 जनवरी, 1960 में आगे और निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में “धारा-3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित” शेषक के अन्तर्गत प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियाँ रखी जाएँगी अर्थात्:—

(1) डा. मदन गोपाल गर्ग, कृष्ण नगर, करोल बाग, नई दिल्ली-110005।

(2) डा. भास्करन चैतुपैट बालाकृष्ण पिल्लै, 316, पाइक्रॉफ्ट रोड, रोगपेट्टा, मद्रास 600014।

(3) डा. वनन्त अनन्त कामथ, 32, हरीशचन्द्र गोरेगांवकर रोड, गांवदेवी, बम्बई 400007।

(4) डा. रामजीभाई त्रिमजिया, कमल कज, आई. आर. एल. ए. त्रिज, एम. बी. रोड, अंधेरी (पश्चिम) बम्बई-400058।

(5) डा. राधा मोहन मिह, बन्धु निवान, लांका, वाराणसी, उत्तर प्रदेश।

(6) डा. चुन्नी लाल बजाज, विजय नगर, दिल्ली-8।

(8) डा. कृष्ण गोपाल मिन्न, खैर नगर, बाजार, मेरठ, उत्तर प्रदेश।

[सं. बी.-11013/17/84-एम. ई. (पी.)]
रविन्दर नाथ मिश्रा, डा. सचिव

S.O. 161.—Whereas in pursuance of the provisions of clause (d) sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956), the following seven persons have been declared elected by the Returning Officer from amongst themselves by persons enrolled on any of the State Medical Registers who possess the medical qualifications included in Part I of the Third Schedule to the said Act, to be the members of Medical Council of India with effect from the 15th October, 1984, namely:—

1. Dr. Madan Gopal Garg, LSMF (Punjab),
Krishan Nagar, Karol Bagh,
New Delhi-110005.

2. Dr. Bhaskaran Chethupet Balakrishna Pillay, D.M.S.
(Madras),
316, Pycrofts Road, Royapettah,
Madras-600014.

3. Dr. Vasant Anant Kumar, L.C.P.S. (Bombay),
32, Harischandra Gorengankar Road, Gamdevi,
Bombay-400007.

4. Dr. Ramjibhai Jimulia, L.M.P. (Gujarat), Kamul Kunj, IRLA Bridge, S.V. Road, Andheri (West), Bombay-400058.
5. Dr. Radha Mohan Singh, LSMF (U.P.) Bhandhu Niwas, Lanka, Varanasi, U.P.
6. Dr. Chuni Lal Bajaj, LMP (CP), Vinay Nagar, Delhi-8.
7. Dr. Krishna Gopal Mital, LSMF (U.P.), Khair Nagar Bazar, Meerut, U.P.

Now, therefore, in pursuance of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the late Ministry of Health No. 5-13/59-MI (S.O. 138), dated the 9th January, 1960, namely :—

In the said notification, for the entries under the heading "Elected under clause (d) of sub-section (1) of section 3", the following entries shall be substituted, namely :—

- "1. Dr. Madan Gopal Garg, Krishan Nagar, Karol Bagh, New Delhi-110005.
2. Dr. Baskaran Chethupet Balakrishna Pillay, 316. Pycrofts Road, Royapettah, Madras-600014.
3. Dr. Vasant Anant Kamal, 32, Harischandra Goregaokar Road, Gamdevi, Bombay-400007.
4. Dr. Ramjibhai Jimulia, Kamul Kunj, IRLA Bridge, S.V. Road, Andheri (West), Bombay-400058.
5. Dr. Radha Mohan Singh, Bhandhu Niwas, Lanka, Varanasi, U.P.
6. Dr. Chuni Lal Bajaj, Vijay Nagar, Delhi-8.
7. Dr. Krishna Gopal Mital, Khair Nagar Bazar, Meerut, U.P.

R. M. TEWARI, Dy. Secy.

ऊर्जा मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 3 जनवरी, 1985

का. आ. 162—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में कि. रोल्की जी. जी. एम. 2 से दिखो जंक्शन पॉइंट तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी भाइनों को बिछाने के प्रयोजन के लिए एनद्रुपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार प्रदान करना आवश्यक है।

अतः, अब, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उन्में उपयोग का अधिकार प्रदान करने का अपना आणख एनद्रुपाबद्ध घोषित किया है।

वर्णन कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप उपायुक्त, शिवसागर, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिवृत्तः यह भी कथना करेगा कि क्या वह यह चाहता है कि उसकी मुनवाई अभिनगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर. ओ. इऊ. सेलका जि. जि. एम.-2 से दिखो जंक्शन पॉइंट तक।

राज्य—असम	जिला—शिवसागर	तालुका—जोक्तेली		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टीयर
1	2	3	4	5
बराखोवा गाँव	497/ख	0	11	37
	407/ख	0	4	28
	431/ख	0	0	67
	495/ख	0	2	41
	499/ख	0	3	88
	410/ख	0	2	14
	446/ख	0	2	41
	483/ख	0	2	14
	458/ख	0	2	14
	443/ख	0	0	40
	489/ख	0	1	47
	444/ख	0	5	74
	408/ख	0	7	63
	481/ख	0	0	13
	456/ख	0	1	61

[मं. प्रो.-12016/125/84-प्रो. एन. जी.-प्रो. 4]

MINISTRY OF ENERGY

(Department of Petroleum)

New Delhi, the 3rd January, 1985

S.O. 162.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Geleki G.G.S-2 to Dik Junction Point in Sibsagar Dist., Assam Pipeline should be laid by the O & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipelines it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, viz. the Dy. Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

(Geleki GGS-2 to Dik Junction Point)

State : Assam	Dist. : Sibsagar	Taluk : Jokteli		
Village	Survey No.	Hecter	Are	C nti-arc
1	2	3	4	5
Bora Khowa Gaon	497/Kha	0	11	37
	407/Kha	0	4	28
	431/Kha	0	0	67
	495/Kha	0	2	41
	499/Kha	0	3	88
	410/Kha	0	2	14
	446/Kha	0	2	41
	483/Kha	0	2	14
	458/Kha	0	2	14
	443/Kha	0	0	40
	489/Kha	0	1	47
	444/Kha	0	5	74
	408/Kha	0	7	63
	481/Kha	0	0	13
	456/Kha	0	1	61

[No. O 12016/125/84-GNG-D4]

का. पा. 163—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में गेलकी जी. जी. एस.-2 से दिखी जंक्शन पाइण्ट तक पेट्रोलियम के परिवहन के लिए पाइपलाइन नाल तथा प्राकृतिक गैस प्रायोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी साधनों को बिछाने के प्रयोजन के लिये एतदुपायधन अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उक्त भूमि के नीचे पाइपलाइन बिछाने के लिए आशेष उपायुक्त, शिवसागर, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आशेष करते वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर. ओ. इऊ गेलकी जि. जि. एस.-2 से दिखी जंक्शन पाइण्ट तक।

राज्य—असम	जिला—शिवसागर	तालुका—जूकतलि		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टीयर
1	2	3	4	5
मलागांव	227/ख	0	2	27
	288/ख	0	1	84
	228/ख	0	2	27
	229/ख	0	2	01
	271/ख	0	0	27
	273/ख	0	4	82
	278/ख	0	2	68
	279/ख	0	3	21
	280/ख	0	5	35
	282/ख	0	2	01
	283/ख	0	2	01
	286/ख	0	2	81
	696/ख	0	8	83
	287/ख	0	2	27
	289/ख	0	1	34
	336/ख	0	1	61
	292/ख	0	1	47
	297/ख	0	1	87
	299/ख	0	2	14
	298/ख	0	1	47
	302/ख	0	1	34
	303/ख	0	1	61
	304/ख	0	1	61
	326/ख	0	1	61
	305/ख	0	2	54

1	2	3	4	5
मलागांव (जारा)	306/ख	0	2	81
	308/ख	0	2	27
	327/ख	0	1	07
	328/ख	0	1	07
	343/ख	0	2	14
	669/ख	0	0	80
	338/ख	0	1	87
	691/ख	0	2	01
	688/ख	0	1	20
	694/ख	0	7	22
	963/ख	0	1	87

[सं. ओ.-12016/126/84-ओ. एन. जी.-बी. 4]

S.O. 163.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Geleki G.G.S.-2 to Dikshaw Junction Point in Sibsagar Dist., Assam Pipeline should be laid by the Oil & Natural Gas Commission;

And whereas, it appears that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, viz. the Dy. Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

Geleki GGS-2 to Dikshaw Junction Point

State : Assam Distt. : SIBSAGAR Taluk -Joktali

Village	Survey No.	Hectare	Are	Centi-are
Molagaon	227/Kha	0	2	27
	288/Kha	0	1	84
	228/Kha	0	2	27
	229/Kha	0	2	01
	271/Kha	0	0	27
	273/Kha	0	4	82
	278/Kha	0	2	68
	279/Kha	0	3	21
	280/Kha	0	5	35
	282/Kha	0	2	01
	283/Kha	0	2	01
	286/Kha	0	2	81
	696/Kha	0	8	83
	287/Kha	0	2	27
	289/Kha	0	1	34
	336/Kha	0	1	61
	292/Kha	0	1	47
	297/Kha	0	1	87
	299/Kha	0	2	14
	298/Kha	0	1	47
	302/Kha	0	1	34
	303/Kha	0	1	61
	304/Kha	0	1	61

1	2	3	4	5	1	2	3	4	5
Molagaon Cont	336/Kha	0	1	61	सातसोइ ग्रंट (जारे.)	101/घ	0	4	95
	305/Kha	0	2	54		597/ख	0	6	42
	306/Kha	0	2	81		597/ग	0	10	84
	308/Kha	0	2	27		597/फ	0	1	47
	327/Kha	0	1	07		597/प	0	0	94
	328/Kha	0	1	07		597/ब	0	3	21
	343/Kha	0	2	14		598/ख	0	6	42
	669/Kha	0	0	80		598/घ	0	1	87
	338/Kha	0	1	87		602/ख	0	3	61
	691/Kha	0	2	01		611/ख	0	5	08
	688/Kha	0	1	20		611/ग	0	2	54
	694/Kha	0	7	22		811/ख	0	5	35
	963/Kha	0	1	87		611/प	0	22	61

[No. O-12016/126/84-ONG-D4]

का आ. 164—यह केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में गेलिक जंजिण-2 से दिखौ जंक्शन पान्ठ तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तैय्य तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

और यह प्रतीत होता है कि ऐसी ज़ाहनों को बिछाने के प्रयोजन के लिये एतद्वारा अनुमती में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अन जब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के लोके पाइपलाइन बिछाने के लिये आक्षेप उपायुक्त, शिवसागर, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी को मार्फत।

अनुसूची

आर.ओ.इ.क., गेलिक जंजिण-2 से दिखौ जंक्शन पान्ठ तक।

राज्य—असम	जिला—शिवसागर	तालुक—माठखेल		
ग्राम	सर्वे नम्बर	हेक्टर	एरे	सेन्टियर
1	2	3	4	5
सातसोइ ग्रंट	9/ख	0	0	94
	11/ख	0	0	67
	14/ख	0	0	54
	50/ख	0	7	36
	52/ख	0	17	39
	57/ख	0	0	94
	57/घ	0	4	01
	58/ख	0	0	67
	58/ग	0	1	61
	59/ख	0	6	02
	94/ख	0	6	69
	94/घ	0	5	22
	95/ख	0	6	15
	101/ख	0	36	93

1	2	3	4	5
611/ब	0	9	23	
611/म	0	5	08	
633/ख	0	0	40	
647/ख	0	9	36	
648/ख	0	0	67	
661/ख	0	8	56	
662/ग	0	1	20	
662/ख	0	1	07	
671/ख	0	2	14	
672/ख	0	8	16	
673/ख	0	2	54	
678/ख	0	6	69	
681/ख	0	1	87	
697/ख	0	4	28	
698/ख	0	12	31	
698/घ	0	0	67	
700/ख	0	9	63	
718/ख	0	2	14	
719/ख	0	2	14	
720/ख	0	0	94	
732/ख	0	11	51	
1215/ख	0	2	14	
6/ख	0	1	47	
49/ख	0	1	74	
60/ख	0	2	94	
60/घ	0	0	13	
61/ख	0	2	14	
62/ख	0	1	61	
63/ख	0	0	27	
63/ग	0	2	81	
63/घ	0	1	87	
64/ख	0	5	62	
88/ख	0	2	81	
88/ग	0	0	94	

[सं. ओ-12016/127/84-ओ एन जी-जी-4]

S.O. 164.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from R.O.U. Geleki-GGS-2 to Dikhaw Junction Point in Sibsagar Dist., Assam Pipeline should be laid by the Oil & Natural Gas Commission.

And whereas, it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum & Mineral Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Govt. hereby declared its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority viz. the Deputy Commissioner, Sibsagar Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

(Geleki GGS-2 to Dikhow Junction Point)

State : Assam Distt. : Sibsagar Taluk : Athkbel

Village	Survey No.	Hectare	Ac	Centiare
1	2	3	4	5
Satsoi Grant :	9/Kha	0	0	94
	11/Kha	0	0	67
	14/Kha	0	0	54
	50/Kha	0	7	36
	52/Kha	0	17	39
	57/Kha	0	0	94
	57/Gha	0	4	01
	58/Kha	0	0	67
	58/Ga	0	1	61
	59/Kha	0	6	02
	94/Kha	0	6	69
	94/Gha	0	5	22
	95/Kha	0	6	15
	101/Kha	0	36	93
	101/Gha	0	4	95
	597/Kha	0	6	42
	597/Gha	0	10	84
	597/pa	0	0	94
	597/Pha	0	1	47
	597/Ba	0	3	21
	598/Kha	0	6	42
	598/Gha	0	1	87
	607/Kha	0	3	61
	611/Kha	0	5	08
	611/Gha	0	2	54
	611/Cha	0	5	35
	611/Pa	0	22	61
	611/Ba	0	9	23
	611/Ma	0	5	08
	633/Kha	0	0	40
	647/Kha	0	9	36
	648/Kha	0	0	67
	661/Kha	0	8	56
	662/Ga	0	1	20
	662/Kha	0	1	07
	671/Kha	0	2	14
	672/Kha	0	8	16
	673/Kha	0	2	54
	678/Kha	0	6	69
	681/Kha	0	1	87
	697/Kha	0	4	28
	698/Kha	0	12	31
	698/Gha	0	0	67
	700/Kha	0	9	63
	718/Kha	0	2	14
	719/Kha	0	2	14
	720/Kha	0	0	94
	732/Kha	0	11	51

1	2	3	4	5
Satsoi Grant:	1215/Kha	0	2	14
	6/Kha	0	1	47
	49/Kha	0	1	74
	60/Kha	0	2	94
	60/Gha	0	0	13
	61/Kha	0	2	14
	62/Kha	0	1	61
	63/Kha	0	0	27
	63/Ga	0	2	91
	63/Gha	0	1	87
	64/Kha	0	5	62
	88/Kha	0	2	81
	88/Ga	0	0	94

IN. O-12016/127/84-ONG-D4]

कां०आ० 165—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में गेलकी जी जी एस-2 से दिखी जंक्शन पाइन्ट तक पेट्रोलियम के परिवहन के लिये पाइप लाइन तैयार तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

और, यतः, यह प्रतीत होता है कि ऐसी पाइनों को बिछाने के प्रयोजन के लिये एतद्भावब अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

वर्णित कि उस भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिये आक्षेप उपायुक्त, शिवसागर, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर ओ डूज गेलकी जी जी एस-2 से दिखी जंक्शन पाइन्ट तक।

राज्य—असम जिला—शिवसागर तालुक—जूकटगि

ग्राम	सर्वे नम्बर	हैक्टर	ऐयर	सेन्टि यर
1	2	3	4	5
मातुरि गोहाइ गाव।	142/ख	0	5	75
	145/ख	0	1	07
	165/ख	0	1	07
	167/ख	0	2	14
	170/ख	0	3	08
	166/ख	0	4	28
	171/ख	0	6	92
	172/ख	0	2	94
	192/ख	0	1	87
	106/ख	0	1	61
	107/ख	0	9	57
	104/ख	0	5	62
	103/ख	0	6	15

1	2	3	4	5
मादुरि जाहाई गाँव	139/ख	0	3	34
	139/ग	0	0	27
	282/ख	0	5	36
	140/ख	0	5	62
	141/ख	0	0	13
	193/ख	0	5	48
	284/ख	0	3	88
	705/ख	0	0	80
	285/ख	0	3	75

[सं० O-12018/128/84-ओ एन जी - डी 4]

S.O. 165.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Geleki GGS-2 to Dikhaw Junction Point in Sibsagar Dist., Assam Pipeline should be laid by the Oil & Natural Gas Commission.

And, whereas, it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum & Mineral Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Govt. hereby declared its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority viz. the Deputy Commissioner, Sibsagar Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

(Geleki GGS-2 to Dikhaw Junction Point)

State : Assam Dist : Sibsagar Taluk - Joktali

Village	Survey No.	Hec-tare	Are	Centiare
Maduri Gohain Gaon :	142/Kha	0	5	75
	145/Kha	0	1	07
	165/Kha	0	1	07
	167/Kha	0	2	14
	170/Kha	0	3	08
	166/Kha	0	4	28
	171/Kha	0	6	82
	172/Kha	0	2	94
	192/Kha	0	1	87
	106/Kha	0	1	61
	107/Kha	0	8	57
	104/Kha	0	5	62
	103/Kha	0	6	15
	139/Kha	0	3	34
	139/Ga	0	0	27
	282/Kha	0	5	36
	140/Kha	0	5	62
	141/Kha	0	0	13
	193/Kha	0	5	48
	284/Kha	0	3	88
	705/Kha	0	0	80
	285/Kha	0	3	75

[No.O-12016/128/84-ONG-D4]

मई दिल्ली, 4 जनवरी, 1985

का०भा० 166.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में एल टी-36 से लकवा जी जी एस-4 तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस प्रायोग द्वारा बिछाई जानी चाहिये।

और, यतः, यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्प्रावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब, पेट्रोलियम और अतिरिक्त पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में द्विगुण्य कोई व्यक्ति, उस भूमि के नोचे पाइप लाइन बिछाने के लिये आक्षेप उपाधुक्त, शिवसागर, असम के कार्यवाह में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कबन करेगा कि क्या वह यह चाहता है कि उसको सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

व्यवहार करने का अधिकार एल टी-36 से जी जी एस-4 तक।

राज्य—असम जिला—शिवसागर तालुक—शिलाकूट।

ग्राम	सर्वे नम्बर	हेक्टर	ऐयर	सेन्टियर
1	2	3	4	5
कूबर गाँव	81/ख	0	3	48
	102/ख	0	2	01
	82/ख	0	3	21
	95/ख	0	1	61
	96/ख	0	1	47
	97/ख	0	1	34
	101/ख	0	7	36
	207/ख	0	2	01
	208/ख	0	1	34
	209/ख	0	3	48
	210/ख	0	3	61
	211/ख	0	0	80
	214/ख	0	2	27
	218/ख	0	1	34
	267/ख	0	3	21

[सं० O-12018/139/84-ओ एन जी-डी-4]

New Delhi, the 4th January, 1985

S.O. 166.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from ROU from LT-36 to Lakwa GGS-IV in Sibsagar Dist., Assam. Pipeline should be laid by the Oil & Natural Gas Commission.

And, whereas, it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum & Mineral Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Govt. hereby declared its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority viz. the Deputy Commissioner, Sibsagar Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

R. O. U. FROM LT-36 TO LAKWA GGS-IV.

State : Assam	Dist : Sibsagar	Taluk : Silakuti			
Village	Survey No.	Hec-tare	Area	Cen-tiare	
Konwar Gaon :	81/Kha	0	3	48	
	102/Kha	0	2	01	
	82/Kha	0	3	21	
	95/Kha	0	1	61	
	96/Kha	0	1	47	
	97/Kha	0	1	34	
	101/Kha	0	7	36	
	207/Kha	0	2	01	
	208/Kha	0	1	34	
	209/Kha	0	3	48	
	210/Kha	0	3	61	
	211/Kha	0	0	80	
	214/Kha	0	2	27	
	218/Kha	0	1	34	
	267/Kha	0	3	21	

[No. O-12016/139/84-ONG-D4]

कां० 167:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में आर ओ यू एल टी-36 से लक्ष्मी जी जी एस-4 तक पेट्रोलियम के परिवहन के लिये पाइप लाइन तेल तथा प्राकृतिक गैस प्रायोग द्वारा बिछाई जानी चाहिये।

और, यतः, यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पाठ्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिये आक्षेप उपायुक्त, शिवसागर, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

धार० १०६३ लाकूवा कोप नं० एल टी-36 से जिन० एस-4 तक।

राज्य—असम जिला—शिवसागर तालुक—शिलाकूति

ग्राम	सर्वे नम्बर	हेक्तर	ऐरे	सेन्टिऐरे
1	2	3	4	5
बोराबोवा	630/ख	0	3	88
	639/ख	0	1	87
	640/ख	0	1	34
	626/ख	0	1	47
	626/घ	0	0	80
	631/ख	0	1	47
	631/घ	0	0	94
	629/ख	0	2	14
	637/ख	0	1	87

[सं० O-12016/140/84-ओ एन जी-डी-4]

S.O. 167.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from ROU from LT-36 to Lakwa GGS-IV in Sibsagar Dist., Assam, Pipeline should be laid by the Oil & Natural Gas Commission.

And, whereas, it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum & Mineral Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Govt. hereby declared its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority viz., the Sub-Divisional Officer, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

(Lakwa LT-36 to Lakwa GGS-4)

State : Assam	Dist : Sibsagar	Taluk : Silakuti			
Village	Survey No.	Hec-tare	Area	Cen-tiare	
Ghorachowa	630/Kha	0	3	88	
	639/Kha	0	1	87	
	640/Kha	0	1	34	
	626/Kha	0	1	47	
	626/Kha	0	0	80	
	631/Kha	0	1	47	
	631/Kha	0	0	94	
	629/Kha	0	2	14	
	637/Kha	0	1	87	

[No. O-12016/140/84-ONG-D4]

कां० 168:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में गेलकि जी जी एस से दिखी जंघन पाइप तक पेट्रोलियम के परिवहन के लिये पाइप लाइन तेल तथा प्राकृतिक गैस प्रायोग द्वारा बिछाई जानी चाहिये।

और, यतः, यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पाठ्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिये आक्षेप उपायुक्त, शिवसागर, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची				
भारत-ओइल गेलकी जि० जि० एस-2 से दिखी जंक्शन पाइन्ट तक ।				
राज्य—असम	जिला—सिबसागर	तालुक—आठखेल		
ग्राम	सर्वे नम्बर	हेक्टर	एरे	सेन्टियर
1	2	3	4	5
दुलाखोरिया बाम	204/ख	0	11	51
	542/ख	0	0	54
	207/ख	0	8	03
	211/ख	0	4	68
	212/ख	0	1	20
	385/ख	0	3	08
	423/ख	0	12	58
	1223/ख	0	2	54
	1315/ख	0	2	01
	386/ख	0	5	48
	386/घ	0	6	42
	421/ख	0	6	42
	387/ख	0	4	13
	392/ख	0	2	81
	517/ख	0	5	89
	532/ख	0	3	34
	536/ख	0	2	81
	544/ख	0	4	55
	552/ख	0	4	41
	820/ख	0	3	75
	549/ख	0	4	28
	550/ख	0	4	13
	821/ख	0	1	87
	822/ख	0	3	34
	1024/ख	0	5	35
	1641/ख	0	2	54
	823/ख	0	0	27
	1022/ख	0	3	08
	828/ख	0	9	10
	1038/ख	0	5	48
	1039/ख	0	6	56
	1325/ख	0	6	42
	1209/ख	0	1	87
	1207/ख	0	8	96
	1208/ख	0	4	41
	1227/ख	0	1	87
	1221/ख	0	0	27
	1222/ख	0	3	48
	1310/ख	0	3	34
	1474/ख	0	2	54
	1223/ख	0	2	94
	1226/ख	0	2	27
	1230/ख	0	1	87
	1311/ख	0	2	14
	1470/ख	0	2	81
	1489/ख	0	2	14
	1312/ख	0	4	01
	1313/ख	0	2	01
	1318/ख	0	0	27

1	2	3	4	5
	1320/ख	0	2	68
	1324/ख	0	3	21
	1329/ख	0	4	55
	1330/ख	0	1	34
	1331/ख	0	3	48
	1332/ख	0	3	21
	1339/ख	0	10	17
	1341/ख	0	4	28
	1468/ख	0	1	20
	1469/ख	0	4	28
	1472/ख	0	1	47
	1474/ख	0	2	54
	1475/ख	0	4	28
	1488/ख	0	2	41
	1539/ख	0	2	41
	1657/ख	0	3	88

[सं० O-12016/141/84-ओ एनजी-4-4]

S.O. 168.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Geleki GGS-2 to Dikhaw Junction Point in Sibsagar Dist. Assam. Pipeline should be laid by the Oil & Natural Gas Commission.

And, whereas, it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum & Mineral Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Govt. hereby declared its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority viz. the Deputy Commissioner, Sibsagar Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

(Betwa. Gelaki GGS-2 to Dikow Junction point)

State : Assam	Dist : Sibsagar	Taluk : Athkhel			
Village	Survey No.	Hec-tate	Area	Centiare	
1	2	3	4	5	
Dulakhoria Bam Gaon :	204/Kha	0	11	51	
	542/Kha	0	0	54	
	207/Kha	0	8	03	
	211/Kha	0	4	68	
	212/Kha	0	1	20	
	385/Kha	0	3	08	
	423/Kha	0	12	58	
	1228/Kha	0	2	54	
	1315/Kha	0	2	01	
	386/Kha	0	5	48	
	386/Gha	0	6	42	
	421/Kha	0	6	42	
	387/Kha	0	4	13	
	392/Kha	0	2	81	

1	2	3	4	5
Dulakhorja Bani Gaon	517/Kha	0	5	89
	532/Kha	0	3	34
	536/Kha	0	2	81
	544/Kha	0	4	55
	552/Kha	0	4	41
	820/Kha	0	3	75
	549/Kha	0	4	28
	550/Kha	0	4	13
	821/Kha	0	1	87
	822/Kha	0	3	34
	1024/Kha	0	5	35
	1641/Kha	0	2	54
	823/Kha	0	0	27
	1022/Kha	0	3	08
	828/Kha	0	9	10
	1038/Kha	0	5	48
	1039/Kha	0	6	56
	1325/Kha	0	6	42
	1206/Kha	0	1	87
	1207/Kha	0	8	96
	1208/Kha	0	4	41
	1227/Kha	0	1	87
	1221/Kha	0	0	27
	1222/Kha	0	3	48
	1310/Kha	0	3	34
	1474/Kha	0	2	54
	1223/Kha	0	2	94
	1226/Kha	0	2	27
	1230/Kha	0	1	87
	1311/Kha	0	2	14
	1470/Kha	0	2	81
	1489/Kha	0	2	14
	1312/Kha	0	4	01
	1313/Kha	0	2	01
	1319/Kha	0	0	27
	1320/Kha	0	2	68
	1324/Kha	0	3	21
	1329/Kha	0	4	55
	1330/Kha	0	1	34
	1331/Kha	0	3	48
	1332/Kha	0	3	21
	1339/Kha	0	10	17
	3341/Kha	0	4	28
	1468/Kha	0	1	20
	1469/Kha	0	4	28
	1472/Kha	0	1	47
	1473/Kha	0	2	54
	1475/Kha	0	4	28
	1488/Kha	0	2	41
	1539/Kha	0	2	41
	1657/Kha	0	3	88

[No.O-12016/141/84-ONG-D4]

का.आ. 169.—यतः केन्द्र सरकार को यह प्रतीत होता है कि लोक-हित में यह आवश्यक है कि असम राज्य में गोलकि जि. जि. एस.-2 से दिखौ जंक्शन पॉइंट तक पेट्रोलियम के परिवहन के लिए पाइप लाइन तैयार तथा प्राकृतिक गैस आयोग द्वारा बिछाई जाना चाहिए।

और यतः प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एन्वॉयब्ड अनुसूच में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन भूमि में (उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

वर्तते कि उक्त भूमि में हितवादी कोई व्यक्ति, उस भूमि के दावे पाइप लाइन बिछाने के लिए आक्षेप उपायुक्त, शिवसागर, असम के कार्यालय में इस अधिसूचना के लागू के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चित, यह भी कथन करेगा कि क्या वह यह चाहता है कि उसका मुनवाई व्यक्तिगत हो या किस विधि व्यवसाय के मार्फत।

अनुसूच:

आर. ओ. इअ. गोलकि जि. जि. एस.-2

मे—दिखौ जंक्शन पॉइंट तक

राज्य—असम	जिला—शिवसागर	तापुक—आथखेल		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिएर
1	2	3	4	5
गोलकि ग्रांट नं.-1	1/ख	0	0	27
	3/ख	0	0	27
	4/ख	0	4	68
	77/ख	0	13	24

[सं. O-12016/129/84-ओ. एन. ज. -इ. 4]

S.O. 169.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Geleki GGS-2 to Dikhow Junction Point in Sibsagar Dist., Assam. Pipeline should be laid by the Oil & Natural Gas Commission.

And whereas, it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the power conferred by sub-section (1) of the section 3 of the Petroleum & Mineral Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Govt. hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority viz, the Deputy Commissioner, Sibsagar Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Geleki GGS-2 to Dikhow Junction Point

State : Assam	Dist : Sibsagar	Taluk : Athkhe		
Village	Survey No.	Hec- taie	Area	Centiare
1	2	3	4	5
Geleki Grant No.1	1/Kha	0	0	27
	3/Kha	0	0	27
	4/Kha	0	4	68
	77/Kha	0	13	24

[No. O-12016/129/84-ONG-D4]

का. आ. 170.—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की उपधारा 3 का (1) के अन्तर्गत भारत सरकार के ऊर्जा मंत्रालय (पेट्रोलियम विभाग) के अधिसूचना का.आ.सं. 2890 (12016/98/84ओ. एन. ज. बी.-4) तारीख 8-9-84 द्वारा केन्द्र सरकार ने उस अधिसूचना में संलग्न अनुसूच में विनिश्चित भूमियों के उपयोग के अधिकार को पाइप लाइन को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यह: सक्षम प्राधिकार ने उक्त अधिनियम क धारा 6 क उपधारा (1) के अधिन सरकार को रिपोर्ट दे द: है।

और आगे, यह: केन्द्रय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब अतः उक्त अधिनियम क धारा 6 क उपधारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रय सरकार एतद्वारा घोषित करत: है, कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाईप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा क उपधारा (4) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रय सरकार निर्देश देत: है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रय सरकार में निहित होने के बजाए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड मुंबई के क्षेत्रकरण के सम: बाधाओं से मुक्त रूप में घोषणा के प्रकाशन क त्तरख से निहित होगा।

एल. ए. कैस नम्बर 32/83

अनुसूची

पाईप लाइन गांव कोलाबडी से लोणी, कालभोर तक
तालुका—हवेली, जिल्हा—पुणे, महाराष्ट्र

गांव	नमरा नम्बर	हिस्सा- नम्बर	क्षेत्रफल		
			हेक्टर	ऐयर	
कोलाबडी	313 का भाग	—	00	58	00
"	312 "	—	00	10	00
"	167 फॉरेस्ट	—	00	09	00
लोणी कालभोर	50 का भाग	—	00	01	25
"	51 "	—	00	31	20
"	53 "	—	00	27	00
"	68 "	—	00	03	00
"	67 "	—	00	03	75
"	65 "	—	00	06	75
"	64 "	—	00	03	00
"	63 "	—	00	04	00
"	78 "	—	00	04	00
"	91 "	—	00	02	00
"	89 "	—	00	03	00
"	90 "	—	00	08	25
"	85 "	—	00	03	00
"	116 "	—	00	01	25
"	117 "	—	00	03	00
"	118 "	—	00	09	50
"	119 "	—	00	02	50
"	120 "	—	00	07	00
"	121 "	—	00	10	00
"	123 "	—	00	01	00
"	122 "	—	00	02	25
"	177 "	—	00	06	50
"	178 "	—	00	01	75
"	84 "	—	00	03	00
"	83 "	—	00	02	50

S.O. 170.—Whereas by a notification of Government of India in the Ministry of Energy (Department of Petroleum) S.O. 2890 (12016/98/84-ONGD 4) dated 8-9-84 under Sub-section (1) of Sec.-3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the Lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas, the Competent Authority has under Sub-section (1) of Section 6 of the said Act submitted report to the Government.

And further, the Central Government has after considering the said report, decided to acquire the right of user in the Lands specified in the schedule appended to this notification.

Now, therefore, in exercise of the power conferred by Sub-section (1) of the Section 6 of the said Act the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification are hereby acquired for laying the pipelines.

And further, in exercise of the power conferred by Sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Hindustan Petroleum Corp. Ltd. Bombay free from all encumbrances.

L.A. Case No. 32/83.

SCHEDULE

Pipe line from village Kolwadi to Lonikalbhor

Taluka : Haveli Dist : Pune State : Maharashtra

Village	S.No/G.No.	Hissa No.	ARFA		
			H—R		
Kolwadi	313 Part	—	00	58	00
"	312 "	—	00	10	00
"	167 (Forest)	—	00	09	00
Lonikalbhor	50 Part	—	00	01	25
"	51 "	—	00	31	20
"	53 "	—	00	27	00
"	68 "	—	00	03	00
"	67 "	—	00	03	75
"	65 "	—	00	06	75
"	64 "	—	00	03	00
"	63 "	—	00	04	00
"	78 "	—	00	04	00
"	91 "	—	00	02	00
"	89 "	—	00	03	00
"	90 "	—	00	08	25
"	85 "	—	00	03	00
"	116 "	—	00	01	25
"	117 "	—	00	03	00
"	118 "	—	00	09	50
"	119 "	—	00	02	00
"	120 "	—	00	07	00
"	121 "	—	00	10	00
"	123 "	—	00	01	00
"	122 "	—	00	02	25
"	177 "	—	00	06	50
"	178 "	—	00	01	75
"	84 "	—	00	03	00
"	83 "	—	00	02	50

नई दिल्ली 5 जनवरी, 1985

का.आ. 171.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में ओ ऐन जो सी गेलको जी जो एस-2 से दिखी जंक्शन पाइप तक पेट्रोलियम के परिवहन के लिए पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जाना चाहिए। और यतः यह प्रतीत होता है कि ऐसा लाइनों को बिछाने के प्रयोजन के लिये एन्दुपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः भूमि पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) का धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

वर्णित कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप उपायुक्त, शिवसागर असम के कार्यालय में इस अधिसूचना का तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति निम्नलिखित यह भी कथन करेगा कि क्या वह यह चाहता है कि उसके मुतबार्दी व्यक्तिगत हो या किसी विधि ध्वन्यायी को सार्फत।

अनुसूची

आर.ओ.इ.यू. गेलको जि.जी.एस.-2 से दिखी जंक्शन पाइप तक

ग्राम	सर्वे नम्बर	हेक्टर	ऐ रे	सेन्तिग्रे
1	2	3	4	5
चुतिया गांव	252/ख	0	2	68
	253/ख	0	13	78
	286/ख	0	17	51
	291/ख	0	3	34
	292/ख	0	0	80
	311/ख	0	9	77
	312/ख	0	6	29
	356/ख	0	2	14
	356/ग	0	2	14
	357/ख	0	2	14
	494/ख	0	7	63
	494/फ	0	2	14
	496/ख	0	6	42
	517/ख	0	2	68
	518/ख	0	6	96
	519/ख	0	13	38
	519/ग	0	8	03
	520/ख	0	2	01
	520/ग	0	0	54
	497/ख	0	3	21
	812/ख	0	1	47
	813/ख	0	21	41
	849/ख	0	5	22
	851/ख	0	8	96
	852/ख	2	2	41
	881/ख	0	4	68
	913/ख	0	10	43
	914/ख	0	23	41
	937/ख	0	5	75

1	2	3	4	5
चुतिया गांव	938/ख	0	25	96
	963/ख	0	11	51
	963/घ	0	16	59
	964/ख	0	1	34
	989/ख	0	63	41
	992/ख	0	9	36
	993/ख	0	3	61
	1026/ख	0	14	58
	1034/ख	0	10	30

[सं. O-1206/121/84-ओ एन जी-सी 4]

New Delhi, the 5th January, 1985

S.O. 171.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Geleki GGS-2 to Dikhaw Junction Point in Sibsagar Dist., Assam. Pipeline should be laid by the Oil and Natural Gas Commission.

And, whereas, it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Mineral Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, viz. the Dy. Commissioner, Sibsagar Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

(Geleki GGS-2 to Dikhaw Junction Point)

State : Assam.	Dist. : Sibsagar	Taluk : Athkhei		
Village	Survey No.	Hectar	Acre	Centiare
1	2	3	4	5
Chutia Gaon	252/Kha	0	2	68
	253/Kha	0	13	78
	286/Kha	0	17	51
	291/Kha	0	3	34
	292/Kha	0	0	80
	311/Kha	0	9	77
	312/Kha	0	6	29
	356/Kha	0	2	14
	356/Ga	0	2	14
	357/Kha	0	2	14
	494/Kha	0	7	63
	494/Fa	0	2	14
	496/Kha	0	6	42
	517/Kha	0	2	68
	518/Kha	0	6	96
	519/Kha	0	13	38
	519/Ga	0	8	03
	520/Kha	0	2	01
	520/Ga	0	0	54
	497/Kha	0	3	21
812/Kha	0	1	47	
813/Kha	0	21	41	
849/Kha	0	5	22	
851/Kha	0	8	96	

1	2	3	4	5
	852/Kha	0	2	41
	881/Kha	0	4	68
	913/Kha	0	10	43
	914/Kha	0	23	41
	937/Kha	0	5	75
	938/Kha	0	25	96
	963/Kha	0	11	51
	963/Kha	0	16	59
	964/Kha	0	1	34
	989/Kha	0	63	41
	992/Kha	0	9	36
	993/Kha	0	3	61
	1026/Kha	0	14	58
	1034/Kha	0	10	30

[No. O-12016/121/84-ONG-D4]

का.आ. 172.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में कि गेलकी जी.जी.एस-2 से दिखौ जंक्शन पाइप तक पेट्रोलियम के परिवहन के लिए पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतदुपाय अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बसते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आशेष उपायुक्त, शिवसागर असम के कार्यालय में हम अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आशेष करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर.ओ.ड.यू., गेलकी जी.जी.एस.-2 से दिखौ जंक्शन पाइप तक

राज्य : असम	जिला : शिवसागर	तालुक : जूकतलि		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टिगैरे
1	2	3	4	5
केतेकि बरि	284/ख	0	0	94
	296/ख	0	0	40
	298/ख	0	1	74
	297/ख	0	3	75
	303/ख	0	6	15
	316/ख	0	15	94
	318/ख	0	16	19
	349/ख	0	1	47
	348/ख	0	6	15
	350/ख	0	2	27
	353/ख	0	1	47
	467/ख	0	8	29
	598/ख	0	9	23

1	2	3	4	5
	370/ख	0	2	41
	568/ख	0	3	21
	371/ख	0	1	74
	372/ख	0	2	54
	373/ख	0	0	80
	373/ख	0	3	34
	401/ख	0	2	54
	404/ख	0	1	34
	404/ग	0	0	27
	510/ख	0	3	34
	399/ख	0	1	34
	400/ख	0	6	42
	486/ख	0	5	89
	490/ख	0	7	09
	491/ख	0	4	28
	495/ख	0	1	87
	498/ख	0	6	69
	498/ख	0	4	82
	501/ख	0	7	09
	509/ख	0	2	81
	511/ख	0	0	67
	511/ग	0	6	42
	549/ख	0	4	55
	554/ख	0	0	27
	555/ख	0	6	15
	556/ख	0	0	67
	557/ख	0	2	94
	571/ख	0	0	40

[सं. O-12016/124/84ओ.एन.जी.ओ.-4]

S.O. 172.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Geleki GGS-2 to Dikhaw Junction Point, in Sibsagar Dist., Assam. Pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Mineral Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority viz., the Deputy Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

(Geleki GGS-2 to Dikhaw Junction point)

State : Assam	Dist : Sibsagar	Taluk : Juktali		
Village	Survey No.	Hectare	Are	Centiare
1	2	3	4	5
Keteki Bari Gaon	284/Kha	0	0	94
	296/Kha	0	0	40
	298/Kha	0	1	74
	297/Kha	0	3	75

1	2	3	4	5
Keleki Bari Gaon	303/Kha	0	6	15
—(Contd.)	316/Kha	0	15	94
	318/Kha	0	16	19
	349/Kha	0	1	47
	348/Kha	0	6	15
	350/Kha	0	2	27
	353/Kha	0	1	47
	367/Kha	0	8	29
	598/Kha	0	9	23
	370/Kha	0	2	41
	568/Kha	0	3	21
	371/Kha	0	1	74
	372/Kha	0	2	54
	373/Gha	0	0	80
	373/Kha	0	3	34
	401/Kha	0	2	54
	404/Kha	0	1	34
	404/Ga	0	0	27
	510/Kha	0	3	34
	399/Kha	0	1	34
	400/Kha	0	6	42
	486/Kha	0	5	89
	490/Kha	0	7	09
	491/Kha	0	4	28
	495/Kha	0	1	87
	498/Kha	0	6	69
	498/Gha	0	4	82
	501/Kha	0	7	09
	509/Kha	0	2	81
	511/Kha	0	0	67
	511/Ga	0	6	42
	549/Kha	0	4	55
	554/Kha	0	0	27
	555/Kha	0	6	15
	556/Kha	0	0	67
	557/Kha	0	2	94
	571/Kha	0	0	40

[No. O-12016/124/84-ONG-D4]

नई दिल्ली, 7 जनवरी, 1985

क.अ. 173.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में ओ.एन.जी.सी. गेलकी जॉ.जी.एस-2 से डी.सी. जंक्शन पाइप्ट तक पेट्रोलियम के परिवहन के लिए पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतदुपाय अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

अतः कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के लिये पाइप लाइन बिछाने के लिए आक्षेप उपायुक्त, शिवसागर/प्रसम के कार्यालय में हम अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सन्तर्भूत भूमिगत हो या किसी विधि व्यवसायी की सफाई।

अनुसूची				
आर.ओ.इ.क. गेलकी जॉ.जी.एस.-2 से दिखी जंक्शन पाइप्ट तक				
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्तिऐरे
1	2	3	4	5
बरगुहाड़ गांव	847/ख	0	1	87
	863/ख	0	0	54
	1103/ख	0	0	27
	1108/ख	0	6	69
	875/ख	0	5	35
	860/ख	0	4	41
	735/ख	0	2	94
	853/ख	0	5	89
	200/ख	0	12	98
	289/ख	0	6	29
	733/ख	0	0	54
	201/ख	0	6	29
	226/ख	0	10	84
	995/ख	0	3	21
	227/ख	0	14	99
	231/ख	0	0	80
	989/ख	0	1	34
	209/ख	0	13	24
	220/ख	0	4	68
	958/ख	0	8	98
	958/ग	0	5	08
	960/ख	0	3	21
	987/ख	0	3	08
	862/ख	0	1	20
	986/ख	0	0	27
	969/ख	0	8	96
बरगुहाड़ गांव	986/ख	0	4	13
	1085/ख	0	7	63
	1003/ख	0	3	21
	737/ख	0	6	58
	232/ख	0	3	34
	878/ख	0	0	27
	859/ख	0	1	74
	961/ख	0	4	41
	985/ख	0	1	13
	1002/ख	0	5	08
	1102/ख	0	0	27
	874/ख	0	4	42
	849/ख	0	4	01
	852/ख	0	1	47
	858/ख	0	0	27

[संख्या O-12016/122/84-ओ.एन.जी. 4]

New Delhi, the 7th January, 1985

S.O. 173.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Geleki GGS-2 to Dikhaw Junction Point in Sibsagar Dist., Assam. Pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Mineral Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declared its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority viz. the Deputy Commission, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard, in person or by a legal practitioner.

SCHEDULE

(Geleki GGS-2 to Dikhow Junction Point)

State : Assam	Dist. : Sibsagar	Taluk : Joktali		
Village	Survey No.	Hectare	Acre	Centiare
1	2	3	4	5
Borgohain	847/Kha	0	1	87
	863/Kha	0	0	54
	1103/Kha	0	0	27
	1108/Kha	0	6	69
	875/Kha	0	5	35
	860/Kha	0	4	41
	735/Kha	0	2	94
	853/Kha	0	5	89
	200/Kha	0	12	98
	289/Kha	0	6	29
	733/Kha	0	0	54
	201/Kha	0	6	29
	226/Kha	0	10	84
	995/Kha	0	3	21
	227/Kha	0	14	99
	231/Kha	0	0	80
	989/Kha	0	1	34
	209/Kha	0	13	24
	220/Kha	0	4	68
	958/Kha	0	8	98
	958/Ga	0	5	08
	960/Kha	0	3	21
	987/Kha	0	3	08
	862/Kha	0	1	20
	966/Kha	0	0	27
	969/Kha	0	8	96
	988/Kha	0	4	13
	1085/Kha	0	7	63
	1003/Kha	0	3	21
	737/Kha	0	6	58
	232/Kha	0	3	34
	878/Kha	0	0	27
	859/Kha	0	1	74
	961/Kha	0	4	41
	985/Kha	0	4	13
	1002/Kha	0	5	08
	1102/Kha	0	0	27
	874/Kha	0	4	42
	849/Kha	0	4	01
	852/Kha	0	1	47
	858/Kha	0	0	27

[No. O-12016/122/84-ONG-D-4]

और यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतदुपाय अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रयुक्त व्यक्तियों का प्रयोग करते हुए केन्द्रिय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्त कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप उपायुक्त, शिवसागर असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि: व्यवसायी की मार्फत।

अनुसूची

आर.ओ.इऊ. गेलकि जी. जी. एस.-2 से बिस्नौ जंक्शन पाइपलाइन तक

राज्य : असम	जिला : शिवसागर	तहसील : आठखेल		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेंटिऐ
1	2	3	4	5
हूकपुरा गांव/1	150/ख	0	7	63
	254/ख	0	4	28
	255/ख	9	3	61
	258/ख	0	4	55
	263/ख	0	2	27
	262/ख	0	1	34
	268/ख	0	7	36
	269/ख	0	5	22
	270/ख	0	4	01
	271/ख	1	2	14
	351/ख	0	3	21
	488/ख	0	2	81
	352/ख	0	1	34
	353/ख	0	1	20
	353/ग	0	1	47
	355/ख	0	2	81
	356/ख	0	1	20
	357/ख	0	3	21
	484/ख	0	1	20
	358/ख	0	2	54
	359/ख	0	1	87
	480/ख	0	2	14
	529/ख	0	2	14
	535/ख	0	8	29
	481/ख	0	3	48
	483/ख	0	2	14
	482/ख	0	2	01
	754/ख	0	1	87
	786/ख	0	0	67
	487/ख	0	4	82
	519/ख	0	8	70
	528/ख	0	0	80
526/ख	0	13	39	
536/ख	0	0	94	

क.ज. 174.—यतः केन्द्रिय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में कि गेलकि जी.जी.एस.-2 बिस्नौ जंक्शन पाइपलाइन तक पेट्रोलियम के परिवहन के लिए पाइप लाइन तैयार तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

1	2	3	4	5
हुदपरा गांव--	545/ख	0	4	95
(जारी)	723/ख	0	2	94
	884/ख	0	24	62
	886/ख	0	1	87
	888/ख	0	4	28
	898/ख	0	2	41
	899/ख	0	3	48
	901/ख	0	0	80

[सं. O-2016/123/84-ओ एन जी-डी-4]

S.O. 174.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Geleki GGS-2 to Dikhow Junction Point in Sibsagar Dist., Assam. Pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Mineral Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declared its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority viz. the Deputy Commission, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

(Geleki GGS-2 to Dikhow Junction point)

State : Assam	Dist : Sibsagar	Taluk : Athkhal		
Village	Survey No	Hectare	Are	Centiare
1	2	3	4	5
Hudupara Gaon	150/Kha	0	7	36
	254/Kha	0	4	28
	255/Kha	0	3	61
	258/Kha	0	4	55
	263/Kha	0	2	27
	262/Kha	0	1	34
	268/Kha	0	7	36
	269/Kha	0	5	22
	270/Kha	0	4	01
	271/Kha	0	2	14
	351/Kha	0	3	21
	488/Kha	0	2	81
	352/Kha	0	1	34
	353/Kha	0	1	20
	353/Ga	0	1	47
	355/Kha	0	2	81
	356/Kha	0	1	20
	357/Kha	0	3	21
	484/Kha	0	1	20
	358/Kha	0	2	54
	359/Kha	0	1	87
	480/Kha	0	2	14
	529/Kha	0	2	14
	535/Kha	0	8	29
	481/Kha	0	3	48
	483/Kha	0	2	14
	482/Kha	0	2	01

1	2	3	4	5
754/Kha	0	1	87	
486/Kha	0	0	67	
487/Kha	0	4	82	
519/Kha	0	8	70	
528/Kha	0	0	80	
526/Kha	0	13	39	
536/Kha	0	0	94	
545/Kha	0	4	95	
723/Kha	0	2	94	
884/Kha	0	24	62	
886/Kha	0	1	87	
888/Kha	0	4	28	
898/Kha	0	2	41	
899/Kha	0	3	48	
901/Kha	0	0	80	

[No. O-12016/123/84-ONG-D-4]

कां.आ. 175 —यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में आर. ओ. यू. एल टी-36 से जी जी एस-4 तक पेट्रोलियम के परिवहन के लिए पाइप लाइन लेन तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी पाइपों को बिछाने के प्रयोजन के लिये एतद्वापाद अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवक्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया।

बशर्ते कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप उपायुक्त, शिबसागर, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति निर्निश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी मुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

व्यवहार करने का अधिकार एल. टी.—36 से जी.जी.एस.—IV तक का राज्य : असम जिला : शिबसागर तालुक : शिलाकटि

ग्राम	सर्वे नम्बर	हेक्टर	गैरे	सेंटीगैरे
1	2	3	4	5
दीधलपानी	8/ख	0	1	20
	9/ख	0	3	75
	10/ख	0	4	41
	12/ख	0	3	61
	14/ख	0	4	55
	15/ख	0	1	74
	16/ख	0	1	07
	16/ग	0	2	81
	17/ख	0	0	27
	22/ख	0	1	74
	22/ग	0	0	40
	48/ख	0	0	80

[सं. O-12016/120/84-ओ. एन. जी. डी-4]

S.O. 175.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from R.O.U. from LT-36 to Lakwa GGS-IV in Sibsagar Dist., Assam. Pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Mineral Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, viz. the Deputy Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

R.O.U. from LT-36 to Lakwa GGS-IV

State : Assam	Dist : Sibsagar	Taluk : Silakhi
Village	Survey No.	Hectare Are Centiare
1	2	3 4 5
Dighal Pashi	8/Kha	0 1 20
	9/Kha	0 3 75
	10/Kha	0 4 41
	12/Kha	0 3 61
	14/Kha	0 4 55
	15/Kha	0 1 74
	16/Kha	0 1 07
	16/Ga	0 2 81
	17/Kha	0 0 27
	22/Kha	0 1 74
	22/Ga	0 0 40
	48/Kha	0 0 80

[No. O-12016/120/84-ONG-D4]

का०आ० 176.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि असम राज्य में आर.डी.एस.जी.जी.एस.—3 से टी, पाइप्ट आर.डी.एस. लकवा पाइप लाइन तक पेट्रोलियम के परिवहन के लिए पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एनप्रायड अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एनप्रायड द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितवश कोई व्यक्ति, उस भूमि के लोके पाइप लाइन बिछाने के लिए आक्षेप उपायुक्त, शिवसागर, असम के कार्यालय में इस अधिसूचना की तारीख के 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति अनिवार्यतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर.डी.एस.—जि.जि.एस.—3 से टी पाइप्ट तक (आर.डी.एस.—लकवा पाइप लाइन)

राज्य : असम	जिला : शिवसागर	तालुका : मेटे का वनगांव
ग्राम	सर्वे नम्बर	हेक्टेयर एरिया सेंटिहैरे
1	2	3 4 5
मलगुही गांव	199/ग	0 2 41
	201/ग	0 0 67
	260/ग	0 0 27
	260/ख	0 0 13
	259/ग	0 2 14

[सं० O-12016/133/84-ओ.एन.जी.डी-4]

S.O. 176.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from RDS. GGS-3 to TEE Point on RDS-Lakwa Pipeline in Sibsagar Dist., Assam. Pipeline should be laid by the Oil & Natural Gas Commission.

And whereas it appears that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto,

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Mineral Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declared its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority viz. the Deputy Commissioner, Sibsagar, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

(RDS-GGS-3 to TEE Point on RDS-Lakwa pipeline)

State : Assam	Dist : Sibsagar	Taluk : Meteka Bongaon
Village	Survey No.	Hectare Are Centiare
Salaguri	199/Ga	0 2 41
	201/Ga	0 0 67
	260/Ga	0 0 27
	260/Kha	0 0 13
	259/Ga	0 2 14

[No. O-12016/133/84-ONG-D4]

काच और नागरिक पूर्ति संत्रालय

(नागरिक पूर्ति विभाग)

भारतीय मानक संस्था

नई दिल्ली, 20 दिसम्बर, 1984

क्र. आ. 177.—समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम, 1955 के विनियम, 14 के उपविनियम (4) के अनुसार अधिसूचित किया जाता है कि लाइसेंस संख्या सी एम/एल-1027126, सी एम/एल-1141124 और सी एम/एल-1171537 जिनके व्योरे नीचे अनुसूची में दिये गये हैं वे 84-09-04, 84-08-01 से रद्द कर दिये गये हैं और वापस ले लिये माने जायें।

अनुसूची

क्र.सं.	लाइसेंस की संख्या और दिनांक	लाइसेंसधारक का नाम और पता	रद्द लाइसेंस के अर्धन वस्तु/प्रक्रिया	सम्बद्ध भारतीय मानक
1	2	3	4	5
1.	1027126 1982-01-09	मैसर्स बंगाल फेरोएलॉय एण्ड स्टील लि. प्लॉट सं. 36, डी ब्लॉक औद्योगिक इस्टेट, कल्याणी जिला नडिया, प. बंगाल कार्यालय: एवरेस्ट हाऊस, 20वीं मंजिल, 46 सी, जवाहरलाल नेहरू रोड, कलकत्ता-700071	परतवार कमानों बनाने के लिये इस्पात के इंगट और बिलेट (रेल डिब्बों के लिये)	IS : 8054—1976 परतदार कमानों बनाने के लिये इस्पात के इंगट और बिलेट (रेल डिब्बों के लिये) की विशिष्टि
2.	1141124 1982-12-16	मैसर्स मार्डेन री-रोलर्स, प्लॉट सं. 780, आल्यूमीनम रोड आल्यूमीनम, पांडेचेरी-605010 कार्यालय: 70, प्रथम मंजिल सांबुलोज गली, मद्रास-600001	संरचना इस्पात (मानक किस्म)	IS : 226—1975 संरचना इस्पात (मानक किस्म) (पाँचवा पुनरीक्षण)
3.	1171537 1983-03-09	मैसर्स मार्डेन री-रोलर्स, प्लॉट सं. 780, आलगागाई रोड, आलगागाई पांडेचेरी-605018 कार्यालय: 70, प्रथम मंजिल सांबुलोज गली मद्रास-600001	कंक्रीट प्रबलन के लिये इस्पात की ठंडी मुड़ी उच्च शक्ति विरूपित सरिया	IS : 1786—1979 कंकरी प्रबलन के लिये इस्पात की ठंडी मुड़ी उच्च शक्ति विरूपित सरिया (दूसरा पुनरीक्षण)

[सं. सी एम डी/55 : 1027126]

ए. एम. बीमा, अपर महाविभाग

MINISTRY OF FOOD AND CIVIL SUPPLIES

(Deptt. of Civil Supplies)

INDIAN STANDARDS INSTITUTION

New Delhi, the 20th December, 1984

S.O. 147.—In pursuance of sub-regulation (4) of Regulation 14 of the Indian Standards (Certification Marks), Regulation, 1955 as amended from time to time, the Indian Standards Institution hereby notifies that Licences No. CM/L-1027126, CM/L-1141124 and CM/L-1171537 particulars of which are given below have been cancelled with effect from 84-09-04, 84-08-01 and 84-08-01 respectively as the firms are not interested to operate the licencees.

Sl. No.	Licence No. and date	Name and Address of the Licensee	Article/Process covered by the Licensees Cancelled	Relevant Indian Standards
(1)	(2)	(3)	(4)	(5)
1.	1027126 1982-01-09	M/s Bengal Ferro Alloy & Steels Ltd., Plot No. 36, D Block, Industrial Estate, Kalyani Distt. Naida, West Bengal. office : Everest House, 20th Floor, 46 C, Jawahar Lal Nehru Road, Calcutta-700071.	Steel ingots and billets for the production of laminated springs (Railway rolling stock)	IS : 8054-1976 Specification for Steel ingots and billets for the production of laminated springs (Railway rolling stock)

1	2	3	4	5
2.	1141124 1982-12-16	M/s Modern Re-rollers, Plot No. 780, Olugarai Road, Olugarai, Pondicherry-605010. Office : 70, First Floor, Sembudoss Street, Madras-600001.	Structural Steel (Standard quality)	IS : 226—1975 Specification for Structural steel (Standard quality) (Fifth Revision)
3.	1171537 1983-03-09	M/s Modern Re-rollers, Plot No. 780, Olugarai Road, Olugarai, Pondicherry-605010 Office : 70, First Floor, Sembudoss Street, Madras-600 001.	Cold-worked steel-high strength deformed bars for con- crete reinforcement.	IS : 1786—1979 Specification for Cold-worked steel high strength deformed bars for concrete reinforcement (Second Revision)

(CMD/55 : 1027126)

A. S. CHEEMA, Addl. Director General

श्रम और पुनर्वासि मंत्रालय

(पुनर्वासि विभाग)

नई दिल्ली, 13 दिसम्बर, 1984

का. आ. 178.—सरकार, स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इसके द्वारा भारत सरकार के पूर्व प्रती और पुनर्वासि मंत्रालय (पुनर्वासि विभाग) की दिनांक 3 नवम्बर, 1977 की अधिसूचना संख्या का. आ. 3614 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना की मारणों में कालम (2) में क्रम संख्या 1 के सामने जो गई प्रविष्टि के लिए निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :—

“वरिष्ठ कार्यपालक अधिकारी (कार्यक्रम)।”

[सं. 14(4)/83-दण्ड (डेस्क)]

सोहन लाल मेदिरत्ता, उप सचिव

MINISTRY OF LABOUR & REHABILITATION

(Department of Rehabilitation)

New Delhi, the 13th December, 1984

S.O. 178.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction, of Unauthorised occupants) Act, 1971 (40 of 1971), the Central Government hereby makes the following amendment to the notification of the Government of India in the erstwhile Ministry of Supply and Rehabilitation (Department of Rehabilitation) No. S.O. 3614, dated the 3rd November, 1977, namely :—

In the Table to the said notification in column (2), against serial number 1, for the entry, the following entry shall be substituted, namely :—

“Senior Executive Officer (Programme).”

[No. 14(4)/83-DNK (Desk)]

S. L. MEDIRATTA, Dy. Secy.

(श्रम विभाग)

नई दिल्ली, 4 जनवरी, 1985

प्रमाण-पत्र

का. आ. 179.—यह प्रमाणित किया जाता है कि खान अधिनियम, 1952 (1952 का 35) की धारा 82 द्वारा

प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने यह निर्णय किया है कि कर्नाटक राज्य में मंगलूर में कुद्रामुख लौह अयस्क खान के पेलट प्लांट, फिल्ट्रेशन प्लांट और सम्बद्ध सुविधायें उक्त अधिनियम के अर्थान्तर्गत खान हैं।

[एस.-29014/5/82-एम.-1]

बी० जी० देशमुख सचिव

(Department of Labour)

New Delhi, the 4th January, 1985

CERTIFICATE

S.O. 179.—This is to certify that, in exercise of the powers conferred by section 82 of the Mines Act, 1952 (35 of 1952), the Central Government have decided that the Pellet Plant, Filtration Plant and connected facilities of Kudremukh Iron Ore Mine at Mangalore in the State of Karnataka is a mine within the meaning of the said Act.

[S-29014/5/82-MI]

B. G. DESHMUKH, Secy.

नई दिल्ली, 2 जनवरी, 1985

शुद्धि-पत्र

का.आ. 180.—भारत के राजपत्र, भाग 2, खंड 3, उप खंड (ii) तारीख 21 अप्रैल, 1984 के पृष्ठ 1170 पर प्रकाशित भारत सरकार के श्रम और पुनर्वासि मंत्रालय (श्रम विभाग) की अधिसूचना सं. का.आ. 1318 तारीख 5 अप्रैल, 1984 के क्रम सं. 4 पर, “श्री एन. कच्छप सहायक कल्याण प्रशासक” के स्थान पर “श्रीमती एन कच्छप, सहायक कल्याण प्रशासक” पढ़ें।

[सं. एस.-29013/2/82-एम.-1]

एल. के. नारायणन, अवर सचिव

New Delhi, the 2nd January, 1985

CORRIGENDUM

S.O. 180.—In the notification of the Government of India in the Ministry of Labour and Rehabilitation (Department of Labour) No. S.O. 1318 (misprinted as SO 1320) dated

मध्य प्रदेश :—

1. चल चिकित्सा औषधालय, राजहारा।
2. चल चिकित्सा औषधालय, बैलाडिला (डिपोजिट सं. 14)
3. चल चिकित्सा औषधालय, बैलाडिला (डिपोजिट सं. 5)
4. तीन एम्बुलेंस गाड़ियां।

बैलाघाट में 50 पलंगों वाले अस्पताल को स्थापित करने की प्रशासनिक अनुमति जारी की जा चुकी है।

कर्नाटक :—

1. केन्द्रीय अस्पताल, कारीगनूर (25 शैयाएँ) इन शैयाओं की संख्या 50 तक बढ़ाई जा रही है।
2. चल चिकित्सा औषधालय, करीगनूर।
3. स्थिर व चल चिकित्सा औषधालय, सेंदूर।
4. स्थिर व चल औषधालय, बैल्लारी।

गोवा :—

1. गोवा में 25-3-74 को 20 पलंगों वाला केन्द्रीय अस्पताल स्थापित किया गया। इनकी संख्या 24-3-1981 को 50 पलंगों तक बढ़ा दी गई थी और इनकी संख्या 75 तक बढ़ाई जा रही है।
2. स्थिर व चल औषधालय, चुरचौरेम।
3. तीन एम्बुलेंस गाड़ियां।

इसके अतिरिक्त लौह अयस्क/अयस्क मैंगनीज खनिकों और उनके कुटुम्ब के सदस्यों के प्रयोग के लिए टी. बी. सेनेटीरियमों और अन्य अस्पतालों में शैयाओं का आरक्षण आदि जारी रखा गया। बिहार क्षेत्र के लिए ऐसी 45 शैयाएं और उड़ीसा क्षेत्र के लिए 32 शैयाएं, महादेवी बिड़ला सेनेटीरियम रांची में आरक्षित की गई है। इसी प्रकार महाराष्ट्र से सेंट ल्यूक्स अस्पताल, वेन्चूरला में भी दो शैयाएं आरक्षित रखी गई हैं। मध्य प्रदेश में खनिकों और उनके आश्रितों के प्रयोग के लिए हिन्दुस्तान स्टील लिमिटेड के भिलाई स्थित अस्पताल में चार शैयाएं और जिला मुख्यालय अस्पताल कयोंबर में 5 साधारण शैयाएं आरक्षित की गई हैं। बिहार और उड़ीसा के उन लौह अयस्क खनिकों के लिए जो मानसिक बिमारी से पीड़ित हैं, मानसिक अस्पताल कानकी रांची में अंतरंग इलाज की व्यवस्था भी की गई है। इस संबंध में 1977 में एक योजना शुरू की गई। बिहार में मिशन अस्पताल पुरुलिया में और उड़ीसा में जी. ई. एल. चर्व अस्पताल, अमागांव में कुष्ठ रोग से पीड़ित रोगियों के इलाज के लिए भी व्यवस्था की गई है।

लौह अयस्क खानों और मैंगनीज अयस्क खानों और क्रोम अयस्क खानों के मालिकों को, जो निर्धारित स्तर तक औषधालय और अस्पताल चला रहे हैं, वार्षिक सहायता अनुदान दिया गया। आलोच्य वर्ष के दौरान लौह अयस्क खान और मैंगनीज अयस्क खान तथा क्रोम अयस्क खनिक के श्रमिकों तथा उनके आश्रितों को चिकित्सा सुविधाओं की व्यवस्था करने के लिए 67,68,1251 लाख रुपए खर्च किए गए।

(II) आवास सुविधाएं :—लौह अयस्क और मैंगनीज अयस्क तथा क्रोम अयस्क खनिकों के लिए आवास की व्यवस्था करना संगठन के मुख्य कार्यकलापों में से एक कार्यकलाप है। इन श्रमिकों के लिए तीन योजनाएं प्रचलित हैं जो निम्नलिखित हैं :—

- (i) टाइप I आवास योजना
- (ii) टाइप II आवास योजना
- (iii) अपना मकान बनाओ योजना।

अपना मकान बनाओ योजना के अन्तर्गत, प्रति मकान के लिए 600 रु. आर्थिक सहायता के रूप में तथा 900 रुपए व्याज रहित ऋण के रूप में वित्तीय सहायता लौह अयस्क और मैंगनीज अयस्क खान श्रमिक को देय थी। इस राशि को पहली अप्रैल, 1983 से क्रमशः 1000 रु. और 4000 रु. तक बढ़ा दिया गया है। इस ऋण की वसूली अधिकाधिक 9 वर्षों में मासिक किस्तों में की जाती है।

टाइप-I आवास योजना के अन्तर्गत साधारण क्षेत्रों के लिए 6825 रु. और काली कपास तथा उभरी भूमि वाले क्षेत्रों के लिए 7925 रु. की मानक अनुमानित लागत का 75 प्रतिशत या निर्माण की वास्तविक लागत का 75 प्रतिशत, जो भी कम हो, आर्थिक सहायता देय थी। आर्थिक सहायता की राशि पहली अप्रैल, 1983 से 10,000 रु. का 75 प्रतिशत तक या निर्माण की वास्तविक लागत का 75 प्रतिशत तक जो भी कम हो, बढ़ा दिया गया है। इसके अतिरिक्त विकास प्रभार साधारण क्षेत्रों के लिए 2,000 रु. का 50 प्रतिशत तथा काली कपास और उभरी भूमि वाले क्षेत्रों के लिए 75 प्रतिशत या दो हजार रुपए या वास्तविक लागत, जो भी कम हो, भी देय है। विकास प्रभागों में अन्य बातों के साथ-साथ बाहरी और आंतरिक जल-पूर्ति, सफाई, बिजली तथा सम्पर्क सड़कें भी शामिल होगी।

टाइप-II आवास योजना के अन्तर्गत, प्रबन्धन को देय आर्थिक सहायता की दर को अनुमानित लागत के 75 प्रतिशत (अर्थात् साधारण क्षेत्रों में 11,325 रुपए और काली कपास या उभरी भूमि वाले क्षेत्रों में 13,425 रुपए) से बढ़ाकर प्रति मकान 15,000 रुपए (अर्थात् निर्माण की वास्तविक लागत जो 20,000 रुपये हैं) का 75 प्रतिशत या निर्माण की वास्तविक लागत का 75 प्रतिशत, जो भी कम हो कर दिया गया है। साधारण क्षेत्रों में मकान के लिए विकास प्रभार 1,500 रुपए और काली कपास या उभरी भूमि वाले क्षेत्रों के लिए 2,250 रुपए या विकास की वास्तविक लागत, तक जो भी इनमें से कम होगा, भुगतान किया जाएगा विकास प्रभागों में अन्य बातों के साथ-साथ बाहरी तथा आंतरिक जल प्रदाय, सफाई, बिजली और सम्पर्क सड़कें भी शामिल होगी।

निधि के स्थापन से विभिन्न आवास योजनाओं के अधीन 13,579 मकानों के निर्माण की मंजूरी दी गई। अब तक 11,858 मकान तैयार हो चुके हैं और 648 मकानों का निर्माणकार्य चल रहा है। 779 मकानों का निर्माण कार्य अभी

शुरू किया जाता है और 294 मकानों की मंजूरी रुद्द की गई है।

(iv) जल प्रदायः

उड़ीसा में बाईलरानी घाटी में 2.08 करोड़ रुपए की लागत से एक समकित जल प्रदाय योजना को पहले ही मंजूरी दी गई है। इस योजना का कुल लागत का 50 प्रतिशत लौह अयस्क खान और मैंगनीज अयस्क और क्रोम अयस्क खानों से कल्याण निधि में से केन्द्रीय सरकार द्वारा वहन किया जाएगा। 1983-84 के दौरान राज्य सरकार को 30 लाख रुपए दिए गए हैं। राज्य लोक स्वास्थ्य इंजीनियरी विभाग इस योजना को पूरा करने के लिए एजेंसी का कार्य करेगा।

(v) शैक्षणिक और आमोद-प्रमोद का सुविधाएँ

लौह/मैंगनीज अयस्क और क्रोम अयस्क खानों और उनके परिवारों के लिए शैक्षणिक और आमोद-प्रमोद सुविधाओं में जितना खर्च निधि से किया जाता है 40 बहुउद्देशीय संस्थान, 2 कल्याण केन्द्र, 6 महिला बाल कल्याण केन्द्र, 13 चलचित्र एकक, 155 रेडियो केन्द्र तथा तीन स्कूल बसें सम्मिलित हैं। खान के मालिकों को खेल-कूद, खेल टूर्नामेंट आदि के आयोजन के लिए सहायता अनुदान मंजूर किए गए हैं। वर्ष 1983-84 में एक ओर प्रोजेक्टर को मंजूरी दी गई। अनुमोदित योजना के अनुसार लौह/मैंगनीज अयस्क और क्रोम अयस्क खान श्रमिकों के जिन बच्चों को छात्र-वृत्ति देने की सुविधा जारी रखी गई, जो स्कूलों, कालेजों और तकनीकी संस्थाओं में अध्ययन कर रहे थे। 1983-84 के दौरान छात्र-वृत्तियों पर 6.80 लाख रुपए खर्च किए गए। स्कूल के बच्चों को मध्याह्न भोजन देने संबंधी योजना को वहां पर जारी रखा गया जहां यह 1982-83 में विद्यमान थी। मध्याह्न भोजन योजना की दर 75 पैसे प्रति बालक प्रतिदिन है। कुछ क्षेत्रों में लौह अयस्क खानों के प्राथमिक स्कूल में जाने वाले बच्चों के लिए घड़ियां भी दी गई थी।

(ग) वातक और गंभीर दुर्घटना लाभ योजनाः—

आलोच्य वर्ष के दौरान दुर्घटना के शिकार हुए व्यक्तियों की विधवाओं और बच्चों की वित्तीय सुविधाएँ देने की योजना भी जारी रखी गई।

भाग-II

1 अप्रैल 1983 को अधिशेष रु. 2,34,57041-58
अन्वेषण

वर्ष 1983-84 के दौरान रु. 1,91,34,434-16
प्राप्ति

वर्ष 1983-84 के दौरान रु. 1,61,56,902-75
किया गया व्यय

31 मार्च 1984 को अन्तशेष रु. 2,64,34,672-15
अन्तशेष।

भाग-III

वर्ष 1984-85 के लिए प्राप्तियाँ और व्यय का प्राक्कलन

1. प्राक्कलित प्राप्तियाँ रु. 2,00,00,000

2. प्राक्कलित व्यय रु. 2,96,68,000

[नं. एच.-12015/7/84-डब्ल्यू-II]

एम.एस. दागरी, अवर सचिव

New Delhi, the 27th December, 1984

S.O. 181.—In pursuance of the section of the Iron Ore Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976 (61 of 1976), the Central Government hereby publishes the following report of the activities financed under the Act, during the year ending 31st March, 1984 together with a statement of accounts for that year.

PART-I

(a) General.—The Iron Ore Mines Labour Welfare Cess Act, 1961 was enacted to provide for levy and collection of cess on Iron Ore for financing activities to promote the welfare of miners working in the Iron Ore Mining Industry. The Act came into force on the 1st October, 1963 and was extended to the Union Territory of Goa, Daman and Diu on the 1st October, 1964. The aforesaid Act was replaced by the Iron Ore Mines Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1982 (44 of 1982). The new Act provides for the levy of cess at a rate not exceeding one rupee per metric tonne of Iron Ore and rupees six per metric tonne on Manganese Ore and rupees 3 per metric tonne on chrome Ore exported or internally consumed. The rate of levy of cess on iron ore has been increased from 25 paise per metric tonne to 50 paise per metric tonne with effect from 1-7-81. The present rate of levy on Manganese Ore is Re 1 per metric tonne and Rs. 3 pmt on Chrome Ore. The proceeds of the cess are unutilised mainly for improvement of public health and sanitation, prevention of diseases, provision and improvement of educational facilities etc. The Welfare facilities cover workers employed directly or through contractors.

2. The cess is levied as a duty of customs on the iron ore and manganese ore and chrome ore exported and as a duty of excise on iron ore/manganese ore and chrome ore consumed internally. The Welfare Commissioners have also been declared as cess Commissioners and their jurisdictions have been notified for purpose of collection of cess on internal consumption. The collection of welfare cess on a duty of customs is made by the Department of customs who are paid half per cent towards collection charges.

3. The Iron Ore Mines and Manganese Ore Mines Labour Welfare Cess Act, 1976 and Iron Ore Mines and Manganese Ore Mines Labour Welfare Fund Act 1976 have been amended during 1982 with a view to levy cess on Chrome Ore in the same manner as is being levied on iron ore and manganese ore at present and to extend welfare facilities to the workers employed in chrome ore mines. This will benefit about 6000 workers.

Welfare activities.—The welfare activities under different heads financed during the year from the welfare funds are indicated below:—

(i) Medical facilities.—Medical facilities to Iron Ore and Manganese Ore and Chrome Ore workers getting a basic pay upto Rs. 1250 and their dependents were being provided free by the Organisation. Facilities were made available to the workers and their dependents in the following hospitals/dispensaries etc. established by the Organisation in different iron ore/manganese ore and chrome ore producing states. Bihar.—(1) Central Hospital, Barajamda (50 beds).

(2) Mobile Medical Dispensary, Barajamda.

(3) Static Allopathic Dispensary, Karmapada.

(4) Static Allopathic Dispensary, Nujia.

(5) Static cum mobile Dispensary, Newra.

Orissa.—(1) Central Hospital, Joda (50 beds).

(2) Primary Health Centre, Jaruri.

- (3) Mobile Medical Dispensary, Barbil.
- (4) Two Ambulance Vans.
- (5) Primary Health Centre, Naagaon.
- (6) Static cum mobile Medical Units at Badampahar.
- (7) Primary Health Centre, Tumka.
- (8) Primary Health Centre Silijora.
- (9) Primary Health Centre at Nisthal has been opened recently.
- (10) Maternity cum Child Welfare Centre at Garuda for manganese mine workers.

Maharashtra.—(1) Primary Health Centre, Redi (Distt. Singhudurg).

- (2) One Ambulance Van.

Madhya Pradesh.—(1) Mobile Medical Dispensary, Rajhara.

- (2) Mobile Medical Dispensary, Bailadila (Deposit No. 14).
- (3) Mobile Medical Dispensary, Baladila (Deposit No. 5)
- (4) Three Ambulance Vans.

Administrative approval for establishing 50 bedded hospital at Balaghat has been issued.

KARNATAKA.—(1) General Hospital Kariganur (25 bedded) Bed strength is being raised to 50.

- (2) Mobile Medical Dispensary, Kariganur.
- (3) Static-cum-Mobile Medical Dispensary, Sandur.
- (4) Static-cum-Mobile Dispensary at Bellary.

Goa.—(1) Central Hospital Goa 20 bedded commissioned on 25-3-77, converted into 50 bedded with effect from 24-3-1981. Bed strength is being further raised to 75.

- (2) Static-cum-Mobile Dispensary Churcholem.
- (3) Three Ambulance Vans.

Besides, beds continued to be reserved for the exclusive use of iron ore and manganese ore miners and their families in T. B. Sanatoria and other hospitals, 45 such beds for Bihar region and 52 beds for Orissa region have been reserved in the Mahadevi Birla Sanatorium, Ranchi. Similarly 2 beds have also been reserved at S. Lakes Hospital, Vengurla in Maharashtra. In Madhya Pradesh region 4 beds were reserved in the Bilai min hospital of the Hindustan Steel Ltd. and 5 general beds were reserved in the Distt. Headquarters Hospital at Keonjhar for the use of the miners and their dependents. Arrangements have also been made for indoor treatment of iron ore mine workers of Bihar and Orissa suffering from mental diseases in the Mental Hospital Kanke, Ranchi. A scheme has been introduced in this regard during 1977. Arrangements have also been made for treatment of leprosy patients in the Mission Hospital, Purulia for Bihar region and for the patients of Orissa region at GEL Church Hospital Amagaon.

The owners of the iron ore mines manganese ore mine and Chrome ore mine mines who maintain the dispensaries and hospitals upto the prescribed standard have been paid annual grants-in-aid. A total expenditure of Rs. 67581251 lakhs was spent on the provision of medical facilities to the iron ore mines/manganese ore mine and chrome ore mine workers and their dependents during the year under report.

(i) Housing Facilities. Provision of housing accommodation for iron ore/manganese ore mine/Chrome Ore mine workers is one of the main activities of the organisation. There are three schemes in vogue for these workers viz.—

- (i) Type I Housing Scheme.
- (ii) Type II Housing Scheme.
- (iii) Build Your own House Scheme.

Under Build Your Own House Scheme, financial assistance to the tune of Rs. 1,500 per tenantment (Rs. 600 in

the form of subsidy and Rs. 900 in the form of interest free loan) was payable to the iron ore and manganese ore mine workers. This amount has been increased to Rs. 1000 and Rs. 4000 respectively with effect from 1st April, 1983. The loan is recoverable in monthly instalments spread over a period not exceeding 9 years.

Under Type-I Housing Scheme subsidy was payable at the rate of 75 per cent of the standard estimated cost of Rs. 6,845 for ordinary areas and Rs. 1,925 for black cotton and swelly soil areas or 75 per cent of actual cost of construction whichever is less. The amount of subsidy has been increased with effect from 1st April, 1983 to 75 per cent of Rs. 10,000 or 75 per cent of actual cost of construction, whichever is lower. In addition, the development charges are also payable @ 50 per cent of Rs. 2000 for ordinary areas and 75 per cent of Rs. 2,000 for black cotton and swelly soil areas or the actual cost whichever is lower. The development charges will inter-alia include external and internal water supply, sanitation electricity and approach roads.

Under the Type-II Housing Scheme the rate of subsidy payable to managements has been increased from 75 per cent of the estimated cost (i.e. Rs. 11,325 in ordinary areas and Rs. 13,425 in black cotton or swelly soil areas) to Rs. 15,000 (i.e. 75 per cent of the estimated cost of construction which is Rs. 20,000 per tenantment or 75 per cent of the actual cost of construction whichever is less. The development charges @Rs. 1,500 per house in ordinary areas, and Rs. 2250 for black cotton or swelly soil areas or the actual cost of development, whichever is less shall be paid. The development charges will inter alia include external and internal water supply, sanitation, electricity and approach roads.

Under the various housing schemes, a total number of 13,579 houses had been sanctioned for construction from the inception of the Fund. Out of these 11,858 houses have so far been completed and 648 houses are under construction. 719 houses for which the construction yet to be started and 294 houses have been cancelled.

(v) Water Supply.—The Integrated Vaitarani Valley Water Supply Scheme, Joda was estimated to cost Rs. 2.08 crores. The share of Welfare Organisation is Rs. 1.04 crores. Out of which 21.50 lakhs have been sanctioned, by the Ministry and Rs. 83.50 lakhs has been released by the Welfare Commissioner, Bhubaneswar upto October, 1984.

2. Due to increase in the market prices the State Government with the approval of CPHEE (Ministry of Works and Housing) has submitted a revised estimated increasing the estimate by 80.20 lakhs of which our share comes to Rs. 40.10 lakhs on the whole, our share has come upto Rs. 144.10 lakhs against the original share of Rs. 104 lakhs. The balance amount of Rs. 52.60 lakhs is to be released by the end of the current financial year.

(v) The educational and recreational facilities provided to the iron/manganese and Chrome Ore mine workers and their families which were financed from the Fund included 40 multipurpose Institutes, 2 Welfare Centres, 6 Women-cum-Children Welfare Centres, 13 Cinema Units, 155 Radio Centres and 3 School buses. Grants-in-aid was sanctioned to time owners for organising sports, games, tournaments etc. One movie projector was sanctioned during 1983-84. Scholarships continued to be given to the children of iron/manganese and chrome ore mines workers studying in schools, colleges and technical institutions in accordance with the approved scheme. The total expenditure on scholarship was Rs. 6.80 lakhs during 1983-84. The mid-day meals scheme for the school children continued wherever it was in existence in 1982-83. The rate of supply of mid-day meals is 75 paise per child per day. Uniforms were also supplied to the primary school going children of iron/manganese and chrome ore miners in some regions. The total amount spent on these facilities during the year under report was about Rs. lakhs.

(c) Fatal and serious accident benefit scheme.—The scheme for financial benefits to widows and children of victims of accidents was also continued during the year under report.

PART-II

Opening balance as on 1st April, 1983	Rs. 2,34,57,041-58
Receipt during the year 1983-84	Rs. 1,91,34,434-16
Expenditure during the year 1983-84	Rs. 1,61,56,802-75
Closing balance as on 31st March, 1984	Rs. 2,64,34,672-15

PART-III

Estimates of receipts and expenditure for the year 1984-1985:

1. Estimates receipts	Rs. 2,00,00,000
2. Estimated Expenditure	Rs. 2,96,68,000
[No. H-12015/7/84-W. II]	
M. S. TANGRY, Under Secy.	

नई दिल्ली, 1 जनवरी, 1985

का. आ. 182.—मैसर्स न. ज. ई. फ. ए. ई. जी. इंजीनियरिंग कम्पनी लिमिटेड, 150, बरयर रोड, बंगलोर-17 (क न/4060) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सह-बद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तत् वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त बंगलोर को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरी-

क्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्यय का चहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुमंथ्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जव वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिफल के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त बंगलोर के पूर्व अनुमोदन के बिना नहीं किया जायगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापना पहले अपना चुका है अधीन नहीं रह जाते हैं या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत की दशा में, उन मृत सदस्यों के नाम निर्देशितियों वा विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तर-दायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/ विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[स. एस-35014/167/84-एस. एस-IV]

New Delhi, the 1st January, 1985

S.O. 182.—Whereas Messrs NGEF-AEG Engineering Company Limited, 120, Vardhur Road, Bangalore-560011 (KAR/4000) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium, etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No. S-35014(167)/84-SS.IV]

का. आ. 183.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91क के साथ पठित धारा 87 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना सं. का. आ. 2613 तारीख 30 जुलाई, 1984 के अनुक्रम में, इंडियन टेलीफोन इन्डस्ट्रीज लिमिटेड, रायबरेली को, जो एक पब्लिक सेक्टर उपक्रम है, उक्त अधिनियम के प्रवर्तन से 1 जुलाई, 1983 से 30 जून, 1984 तक को, जिसमें यह तारीख भी सम्मिलित है, एक वर्ष की और अवधि के लिए छूट देती है।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है, अर्थात् :

(1) उक्त कारखाने का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवृत्त था (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है) ऐसी विवरणियाँ ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) अधिनियम 1950 के अधीन उसे उक्त अवधि की बाबत, देनी थी ;

(2) निगम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक या इस निमित्त प्राधिकृत निगम का कोई अन्य पदधारी,—

(i) धारा 44 की उपधारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरणी की विशिष्टियों को सत्यापित करने के प्रयोजनक के लिए; या

(ii) यह अभिनिश्चित करने के प्रयोजनों के लिए कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा अपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गए थे या नहीं; या

(iii) यह अभिनिश्चित करने के प्रयोजनों के लिए कि कर्मचारी, नियोजक द्वारा दी गई उन प्रमुवि-धाओं को, जो ऐसी प्रमुविधाएँ हैं जिनके प्रतिफल-स्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, मकद और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या

(iv) यह अभिनिश्चित करने के प्रयोजनों के लिए कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में उक्त अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा,—

(क) प्रधान नियोजक या अव्यवहित नियोजक से यह अपेक्षा करना कि वह उसे ऐसी जानकारी दे जो वह आवश्यक समझे; या

(ख) ऐसे प्रधान नियोजक या अव्यवहित नियोजक के अधिभोग में के कारखाने, स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके भारसाधक व्यक्ति से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेख, वहीयों और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दे या वह उसे ऐसी जानकारी दे जो वह आवश्यक समझे, या

(ग) प्रधान नियोजक या अव्यवहित नियोजक की, उसके अधिकर्ता या सेवक को या ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

(घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा

बही या अन्य दस्तावेज की नकल करना या उससे उद्धरण लेना।

[सं. एस. 38014/14/82-एच आई]

स्पष्टीकारक ज्ञापन :

इस मामले में छूट को भूतलक्षी प्रभाव देना आवश्यक हो गया है क्योंकि छूट के आवेदन संबंधी प्रक्रिया में समय लग गया था। किन्तु, यह प्रमाणित किया जाता है कि छूट को भूतलक्षी प्रभाव देने से किसी भी व्यक्ति के हित पर प्रभाव नहीं पड़ेगा।

S.O. 183.—In exercise of the powers conferred by section 87 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour No. S.O. 2613 dated the 30th July, 1984, the Central Government hereby exempts Indian Telephone Industries Limited, Rae Bareilly, a public sector undertaking, from the operation of the said Act for a further period of one year with effect from 1st July, 1983 upto and inclusive of the 30th June, 1984.

2. The above exemption is subject to the following conditions, namely :—

(1) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(2) Any Inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf, shall, for the purposes of—

(i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or

(ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

(iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(iv) ascertaining whether any of the provisions of the said Act has been complied with during the period when such provisions were in force in relation to the said factory;

be empowered to—

(a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or

(b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found incharge thereof to produce to such Inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or

(c) examine the principal or immediate employer, his agent or servant or any person found in such factory, establishment, office or other premises or any

person whom the said Inspector or other official has reasonable cause to believe to have been an employee; or

- (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises.

[No. S-38014/14/82-HI]

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case as the processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

का. आ. 184:—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इल्टोप मार्केटिंग और रगनाइजेशन पंजाब स्टेट इलेक्ट्रो-निक्स डेवलपमेंट और प्रोडक्स कारपोरेशन लि., बैंक आफ इंडिया बिल्डिंग सेक्टर 17-बी चंडीगढ़। नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस- 35019 (492)/84-एस. एस-II]

S.O. 184.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Eltop Marketing Organisation, Punjab State Electronics Development and Production Corporation Limited, Bank of India Building Sector 17-B, Chandigarh, Punjab, have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(492)/84-SS. II]

का. आ. 185:—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कृष्णादास तोलवाला, 108/3, बालकेरटाउन, मिकन्दरा-बाद-500025 आन्ध्रा प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस- 35019(493)/84-एस. एस-II]

S.O. 185.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Krishnaadas Tolwala, 108/3, Walkertown, Secunderabad-500025, Andhra Pradesh have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(493)/84-SS. II]

का. आ. 186:—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एल बी पब्लिशर्स एण्ड डिस्ट्रीब्यूटर्स (मद्रास) प्राईवेट लिमिटेड 6 सी, एलडोराडो, 112 नंगम्बकम हाई रोड, मद्रास- 600034 तमिल नाडू नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(494)/84-एस. एस-II]

S.O. 186.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs L. B. Publishers and Distributors (Madras) Pvt. Limited, VI C, Eldorado, 112, Nungambakkam High Road, Madras-600034, Tamil Nadu, have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(494)/84-SS. II]

का. आ. 187:—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स लाल सन्स एन्टरप्राइजिज ए-26/1, मायापुरी फेज-1 नई दिल्ली -27 और सिटी सेन्स आफिस 880, एम. पी. मुकर्जी मार्ग (नावली सिनेमा के पास) दिल्ली 6 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए। उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है

[सं. एस-35019(495)/84-एस. एस.-II]

S.O. 187.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Lal Sons Enterprises A-25/1, Mayapuri, Phase-I, New Delhi-27, and City Sales Office at 880, S. P. Mukherjee

Marg, Near Novelty Cinema) Delhi-6 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(495)/84-SS. II]

का. आ. 188:—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स यरेशिया पब्लिकेशन हाउस प्रा. लि. राम नगर राविन्द्रा मंशन, नई दिल्ली-55, नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस -35019(496)/84 एस. एस.-II]

S.O. 188.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Eurasia Publishing House Private Limited, Ram Nagar, Ravindra Mansion, New Delhi-55 have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(496)/84-SS. II]

का. आ. 189:—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स नागरजूना इन्वेस्टमेंट ट्रस्ट लिमिटेड, 26, नागरजूना हिल्स, पंजागुटी, हैदराबाद-500004, आन्ध्र प्रदेश, नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस- 35019(497)/84- एस. एस.-II]

S.O. 189.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Nagarjuna Investment Trust Limited, 26, Nagarjuna Hills, Panjagutta, Hyderabad-500004, Andhra Pradesh have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(497)/84-SS. II]

का. आ. 190.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एलफेब इण्डस्ट्रीज बी-39 इण्डस्ट्रीयल एस्टेट सनथनगर हैदराबाद-500018 आन्ध्र प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019(498)/84-एस. एस.-II]

S.O. 190.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Elfab Industries, B-39, Industrial Estate, Sanathnagar, Hyderabad-500018, Andhra Pradesh have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(498)/84-SS. II]

का. आ. 191.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दीमा इंडस्ट्रीज 23 सिडको इण्डस्ट्रीयल एस्टेट कोईम्बटूर-641021 तमिलनाडु नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस.-35019(499)/84-एस. एस.-II]

S.O. 191.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Deepa Industries, 23, Sdco Industrial Estate, Coimbatore-641021, Tamil Nadu have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(499)/84-SS. II]

नई दिल्ली, 3 जनवरी, 1985

का. आ. 192.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मेहता चेरीटेबल प्रजनालय ट्रस्ट (रजि.) रामपुर रोड, हल्द्वानी, जिला नैनीताल (उत्तर प्रदेश) नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य

निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस.-35019(500)/84-एस. एस.-II]

New Delhi, the 3rd January, 1952

S.O. 192.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Mehta Charitable Prajnalya Trust, (Regd.) Rampur Road, Haldwani, Nainital (U.P.) have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(500)/84-SS. III]

का. आ. 193.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मेरठ सप्लाय एजन्सीज 532, कटरा नील चांदनी चौक दिल्ली-110006 और उसकी शाखाएँ सोहराब गेट मेरठ (यू. पी.) और ओल्ड कोतवाली चौड़ा फाटक लुधियाना (पंजाब) नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का-19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस.-35019(501)/84-एस. एस.-II]

S.O. 193.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Meerut Supply Agencies, 532, Katra Neel, Chandni Chowk, Delhi-110006, and its branches at (1) New Sransar Colony, Sohrab Gate, Meerut (U.P.) and (2) Old Kotwali Chhdra Gate, Ludhiana (Punjab) have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(501)/84-SS. II]

का. आ. 194.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अम्बिका सीमेंट प्रोडक्ट 28 जी. आई. डी. सी. वल्लवा अहमदाबाद (गुजरात) नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस.-35019(502)/84-एस. एस.-II]

S.O. 194.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ambica Cement Products, 28-G, I.D.C. Vatva, Ahmedabad (Gujarat) have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(502)/84-SS. II]

का. आ. 195.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सुनील ऑटो इन्जीनियरिंग वर्क्स 1/बी, यशवन्त कुंज, एल. बी. एस. मार्ग थाने-2 (महाराष्ट्र) नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस.-35018/(23)/84-एस. एस.-II]

S.O. 195.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sunil Auto Engineering Works 1/B, Yashwant Kunj, L.B.S. Marg, Thane-400602 (Maharashtra) have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(23)/84-SS. II]

का. आ. 196.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स साधवी एक्सपोर्ट प्रा. लि. 121, मेकर चैम्बरस 111, 223, नारीमन प्वायंट, बम्बई-21 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस.-35018/(24)/84-एस. एस.-II]

S.O. 196.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sanghvi Exports Private Limited, 121, Maker Chambers, III, 223, Nariman Point Bombay-40021 have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018(24)/84-SS. II]

का. भा. 197.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इन्टरप्राइजिज एंडवर्कटाईजिंग प्रा. लि. डी. बी. एस. ईराजीकुटीव सेंटर रहेजा चैम्बरस 213 नारीमन प्वायंट बम्बई-21 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस.-35018/26/84-एस. एस.-II]

S.O. 197.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Enterprise Advertising Private Limited, DBS Executive Centre, 213, Raheja Chambers, Nariman Point, Bombay-21 have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by Sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018(26)/84-SS. II]

नई दिल्ली, 4 जनवरी, 1985

का. भा. 198.—मैसर्स ओडको इंडिया लिमिटेड, एल. एण्ड टी. हाऊस नरोत्तम मोरारजी मार्ग बेलाई एस्टेट, बम्बई-400001 (एम. एच./7518) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है (ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहयुक्त बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेष हैं;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, बम्बई को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति, तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है उस के स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, बम्बई के पूर्व अनुमोदन बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति युक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो वह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस.-35014/(180)/84-एस. एस.-4]

S.O. 198.—Whereas Messrs Audco India Limited, L and T House, Narotam Morajee Marg, Ballard Estate, Bombay-400001(MH/7518) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provision Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bombay maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been recovered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Bombay and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees/Legal heirs of the deceased member entitled for it and in case within one month from the receipt of claim complete in all respects.

[No. S-35014(180)/84-SS-IV]

का. आ. 199:—मैसर्स श्री रामाकृष्णा आक्सीजन लिमिटेड, कर्मदेई फेस्ट, क्योम्बरटूर-641104 (ट. न./12165) (जिसे इसमें के पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपावर्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त

अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहयुद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में विनियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापना के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस.-350 14(181) 84-एसएस-4]

S.O. 199.—Whereas Messrs Sri Ramakrishnan Oxygen Limited, Karamadai Post, Coimbatore-641104 (TN/12165) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintaining such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

5. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more avourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(181)/84-SS-IV]

के पीछे, जयपुर आगरा बाई पास रोड, जयपुर-302004 (रा. ज./2993) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा, जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उस के स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वंश में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, थ्रॉर पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वंश में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस.-35014/82/84-एस एस-4]

S.O. 200.—Whereas Messrs. Rajasthan State Bridge and Construction Corporation Limited, Setu Bhawan, Opposite Jhalana Doongri, Jaipur Agra Bye Pass Road, Jaipur-302004 (RJ/2993) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act, and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominee or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in pay case within one month from the receipt of claim complete in all respects.

[No. S-35014(182)/84-SS-IV]

का. आ. 201.—मैसर्स मध्य प्रदेश इलेक्ट्रोसीटी बोर्ड, जबलपुर (मध्य प्रदेश) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उप-बंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम को सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुमेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रसारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक

बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्म-चारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुमेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिका वारिस नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपाबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हों, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नाम निर्दे-

शितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर उसके हक्दार नाम निर्देशांतियों/विधिक वारिसों का बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के संतुष्टि के भीतर सुनिश्चित करेगा।

[सं. एस-35014/183/84-एस. एस-4]

S.O. 201.—Whereas Messrs Madhya Pradesh Electricity Board, Jabalpur, Madhya Pradesh (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

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7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No. S-35014(183)/84-SS-IV]

का.आ. 202—मैसर्स राम बाग पैलेस होटल प्राइवेट लि., जयपुर (आर. जे. 1692) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपाबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिधाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निर्धन सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबंध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपाबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारी संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को संघट करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को इस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपाबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी

संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10 यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाना है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों / विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस-35014/169/84-एस. एस-4]

S.O. 202.—Whereas Messrs Rambagh Palace Hotel (Pvt.) Ltd. Jaipur (RJ/1692) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014(169)/84-SS-IV]

का. आ. 203:—मैसर्स एंस्कोर्टस ट्रैक्टर्स लिमिटेड, सेक्टर-13 प्लॉट नं.-2 फरीदाबाद-121002 (पी.एन. 2747) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है, की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का सदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त हरियाणा को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना बीमा प्रीमियम का सदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों सदाय आदि भी है होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा

और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि को जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुपेक्षित हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त हरियाणा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने को सम्भावना हो वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

S.O. 203.—Whereas Messrs Escorts Tractors Limited, Sector 13, Plot No. 2, Faridabad-121002 (PN-2747) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Haryana and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Haryana and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominee or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(170)/84-SS-IV]

का. आ. 204 :—मैसर्स मक नेली भारत इंजीनियरिंग कम्पनी लिमिटेड, पो. आ. कुमार धूबी जिला धनबाद, बिहार (बी. र./1227) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है, की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, बिहार को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद संस्था के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है उसके स्थापन में नियोजित किया जाता है, तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अमूल्य हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त बिहार के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश स्थापना के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है ।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न

की गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस-35014/171/84-एस.एस.-4]

S.O. 204.—Whereas Messrs. Mc Nally Bharat Engineering Company Limited, P.O. Kumardhubi, District Dhanbad, Bihar (BR/1227) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bihar and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of return, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount

payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Bihar and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014(171)/84-SS-IV]

का. आ. 205.—मैसर्स एस. के. एम. ऐनर्जी एपीमल फीड्स प्राइवेट लिमिटेड, तानजाययुक् एल्सी, मोडा-बुरुची-638108 तामिलनाडु (टी. नं./17247) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी शक्ति निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभेय हैं;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक निधि निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और

ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना बीमा प्रीमियम का संदाय, लेखाओं का अंतरण निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद संस्थान के सूचना पट्ट पर प्रकाशित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुप्रेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नाम निर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपाबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त तमिल नाडू के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे

स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी शीत में कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मत सदस्यों के नाम निर्देशितियों का विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस- 35014/172/84-एस. एस.-4]

S.O. 205.—Whereas Messrs S.K.M.'s Energy Animals Feeds Private Limited, Nanjaivithukulli, Modakkurichi-638104, Tamil Nadu (TN/17247) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and

when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case, of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/ Legal heirs of the deceased members entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(172)/84-SS-IV]

का. आ. 206.—मैसर्स श्री अनन्था ग्रामिण बैंक पोस्ट बॉक्स नं. 8 अनन्तपुर (आन्ध्र प्रदेश) (ऐ. पी. 11658) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे

उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश का ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रक्रियों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रक्रियों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर उक्त स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी की उस दशा में

में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपाबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असमर्थ रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस-35014/173/84-एस. एस.-4]

S.O. 206.—Whereas Messrs Sree Anantha Grameena Bank, Post Box No. 8, Anantapur (Andhra Pradesh) (AP/11658) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, 1355 GI/84—7

the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission, of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enroll him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employees as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014(173)/84-SS-IV]

कॉ. पा. 207 -- मैसर्स बि. ई.जी.निर्वारण कारपो-
रेशन, 45/47, इंडस्ट्रियल इस्टेट भिलाई-490026 (म.
प्र./1544) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा
गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध
अधिनियम, 1952 (1953 का 19) (जिसे इसमें इसके
पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की
उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन
किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त
स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का
संदाय किए बिना ही भारतीय जीवन बीमा निगम की
सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में
फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे
उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेध सहबद्ध
बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम
कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17
की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते
हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन
रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए
उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य
निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां भेजेगा और
ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान
करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे ।

2. नियोजक ऐसे निरीक्षण प्रश्नों का प्रत्येक मास की
समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय
सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क)
के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अंतर्गत
लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना
बीमा प्रीमियम का संदाय लेखाओं का अंतरण, निरीक्षण
प्रश्नों का संदाय आदि भी है होने वाले सभी व्ययों का
बहुन नियोजक द्वारा किया जाएगा ।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक
बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें
संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्म-
चारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का
अनुवाद संस्थान के सूचना पट्ट पर प्रवर्तित करेगा ।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य
निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी
स्थापन की भविष्य निधि का पहले ही सदस्य है उसके
स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक
बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज
करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन
बीमा निगम को संदाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध
फायदे बढ़ाए जाते हैं तो नियोजक सामूहिक बीमा स्कीम के
अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से
वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के
लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन
फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन
अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी
यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय
रकम उस रकम से कम है जो कर्मचारी को उस दशा में
संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक
कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप
में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी
संशोधन प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के
पूर्व अनुमोदन बिना नहीं किया जाएगा और जहां किसी
संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की
सम्भावना हो वहां प्रादेशिक भविष्य निधि आयुक्त अपना
अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट
करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय
जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे
स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या उस
स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे
किसी रीति से कम हो जाते हैं तो यह रद्द की जा सकती
है ।

10. यदि किसी कारणवश नियोजक उस नियत तारीख
के भीतर जो भारतीय जीवन बीमा निगम नियत करे,
प्रीमियम का संदाय करने में असफल रहता है और पालिसी
को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा
सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए
किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्दे-
शितियों या विधिक वारिसों को जो यदि यह छूट न दी गई
होती तो उक्त स्कीम के अंतर्गत होते बीमा फायदों के संदाय
का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के
अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके
हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम
का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन
बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के
भीतर सुनिश्चित करेगा ।

[सं. एस-35014/174/84-एस. एस-4]

S.O. 207.—Whereas Messrs Beekay Engineering Corpora-
tion, 45/47, Industrial Estate, Bhilai-490026, (MP-1544)
(hereinafter referred to as the said establishment) have ap-
plied for exemption under sub-section (2A) if Section 17 of
the Employees' Provident Funds and Miscellaneous Provisions
Act, 1952 (19 of 1952) (hereinafter referred to as the said
Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No.9-35014(174)/84-SS-4V]

का. आ. 208.—मैसर्स राजस्थान स्टेट सीड्स सेटिफिकेशन एजेंसी बी.-201 राजेन्द्र मार्ग बाबू नगर, जयपुर (र. ज./2796) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय मा प्रीमियम का संवाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सङ्ग्रह बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा-17 की उपधारा- (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रतिलिपि और जब कभी उन्हें

संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद संस्थान के सूचना पट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विविध वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने को सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थान के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम होते जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकरम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत/रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस-35014/175/84-एस.एस-4]

S.O. 208.—Whereas Messrs Rajasthan State Seeds Certification Agency B-201, Rajender Marg, Bapu Nagar, Jaipur (RJ/2796) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said

Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominee or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No. S-35014(175)/84-SS-JV]

का. आ. 209-- मसर्स स्वास्तीका इंजीनियरिंग वर्क्स. जी. टी. रोड, पानीपत--132103 (प. नं./2516) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) कि धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, को ऐसी विवरणियां भेजेगी

और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधित किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस-नाम-निर्देशिनी की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, हरियाणा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अवगत करवा कर स्पष्ट करने का युक्तिमय प्रयत्न करेगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस-35014/176/84एम. एस-4]

S.O. 209.—Whereas Messrs Swastika Engineering works, G.T. Road, Panipat-132103 (PN/2516) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Haryana, maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme is less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Haryana and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No. S-35014/176/84-SS-IV]

का. घा. 210--मैसर्स मुप्ता केमिकल्स प्राइवेट लिमिटेड, को. के आई. ऐरिया जयपुर, (आर. ज./2567) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की

सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रसारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संघरत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम के किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यवितक्रम की दशा में, उन मूल सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस-35014/178/84-एस. एस-4]

S.O. 210.—Whereas Messrs Gupta Chemicals Private Limited, V.K.I. Area, Jaipur, (RJ/2567) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No. S-35014(178)/84-SS-IV]

कां० ग्रा० 211—मैसर्स जयपुर मेटल्स एण्ड इलेक्ट्रीकल्स लिमिटेड, रेलवे स्टेशन के पास, जयपुर (घार० जे०/5) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें

संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाना है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उस वृषा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है, तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो 1355 GI/84—8

उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकधार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/179/84-एस. एस-4]

S.O. 211.—Whereas Messrs Jaipur Metals and Electricals Limited, Near Railway Station, Jaipur (RJ/5) (herein-after referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No. S-35014(179)/84-SS.IV]

कां०आ० 212.—मसर्स दी राजस्थान स्मॉल इंडस्ट्रीज कार्पोरेशन लि०, उद्योग भवन, तिलक मार्ग, सी-स्कीम पी. बी. नं० 180, जयपुर (आर जे-379) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिधाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं,

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबाध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, -राजस्थान का ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा-17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण, प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहु-संख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसी वाक्य आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वक्ता में संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी से विधिक वारिस नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के

उस सामूहिक स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों का जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों का बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/168/84-एस.एस-4]

S.O. 212.—Whereas Messrs Rajasthan Small Industries Corporation Limited, Udyog Bhawan, Tilak Marg, C-Scheme, P.B. No. 180, Jaipur (RJ-379) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014(168)/84-SS. IV]

का० आ० 213—मैसर्स स्टील कफ स जी० टी० रोड, पानीपत-132103 (हरियाणा) और इसके शाखा, कार्यालय लुधियाना और दिल्ली में जो कि ई० पी० एफ० कोड नं० पी० एन० 415 में कवर हैं (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपाबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 का उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों

से अधिक अनुकूल हैं कर्मचारी निक्षेप सहवर्द्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावह अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक, प्रादेशिक भविष्य निधि आयुक्त, हरियाणा को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक भाग को समाप्त के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्राशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपाबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, हरियाणा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/134/84-एस.एस-4]

S.O. 213.—Whereas Messrs Steel Crafts, G.T. Road, Panipat-132103 (Haryana) and its Branch Offices at Ludhiana and Delhi covered under E.P.F. Code No. PN/415 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Haryana and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Haryana and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India, as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(134)/84-SS. IV]

का०आ० 214:- कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 6 जनवरी, 1985 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45

के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) उसके उपबन्ध तमिलनाडु राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्-

“जिला मदुराई में डिण्डीगुल ताल्लुक के बालकृष्णपुरम और सिलापाडी राजव ग्राम के अन्तर्गत आने वाले क्षेत्र।”

[सं० एस-38013/25/84-एस०एस-1]

S.O. 214.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 6th January, 1985 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Tamil Nadu, namely :—

“The areas comprised within the, Revenue village of Balakrishnapuram and, Silapadi in Dindigul Taluk in Madurai District.”

[No. S-38013/25/84-SS-I]

नई दिल्ली, 5 जनवरी, 1985

का० आ० 215:— कर्मचारी राज्य बीमा (संशोधन) अधिनियम, 1984 (1984 का 45) की धारा 1 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा 27 जनवरी, 1985 को उस तारीख के रूप में निर्धारित करती है, जिससे उक्त अधिनियम के उपबन्ध लागू होंगे।

[सं० एस-38012/1/84-एच० आई० (एस० एस० 1)]

New Delhi, the 5th January, 1985

S.O. 215.—In exercise of the powers conferred by sub-section (2) of section 1 of the Employees' State Insurance (Amendment) Act 1984 (45 of 1984), the Central Government hereby appoints the 27th January, 1985, as the date on which the provisions of the said Act shall come into force.

[F. No. S-38012/1/84-HI(SSI)]

नई दिल्ली, 7 जनवरी, 1985

का. आ. 216.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसूर राजीव इन्टरनेशनल, 16 डबल स्टोरी मार्किट न्यू राजेन्द्र नगर, नई दिल्ली-60 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं. एस.-35019/511/84-एस.एस.-2]

New Delhi, the 7th January, 1985

S.O. 216.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Rajiv International, 16, Double Story Market, New Rajinder Nagar, New Delhi-60 have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S.35019(511)/84-SS-II]

का. आ. 217.—मैसर्स नई दुनिया, 6011, केशरबाग रोड, इन्दौर-452009, मध्य प्रदेश (एम.पी./86) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिनियम या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महसूद बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हे अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के अन्तर्गत से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रजिस्टर तथा निरीक्षण के लिए ऐसी मुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक भाग की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रगामन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अंतरण, निरीक्षण प्रसारों का संवाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए। तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद मंस्थान के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुल्य दर्ज करेगा और उसकी यावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने को व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किमां वात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देन से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले करना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी राशि से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करने में असफल रहता है, और पालसी की व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यतिक्रम का बचा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/ विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

[सं. एस.-35014/142/80-पी. एफ.-II(एस. एस.-4)]

S.O. 217.—Whereas Messrs Nai Dunia, 6011-Kashbarbagh Road, Indore-452009, Madhya Pradesh (MP/86) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

का. धा. 218.-मैसर्स स्वास्तीका स्पिनिंग मिल्स, जी. टी. रोड, पानीपत-132103 (प. न. 2635) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक भविष्य या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहायक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायग्रह अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, हरियाणा को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रचारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि वा पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रवेशिक भविष्य निधि आयुक्त, हरियाणा के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुव्यक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वशा में, उन मूल सदस्यों के नाम निर्वैधितियों या विधिक वारिसों को जो यदि यह छूट न की गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्वैधितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एम.-35014/189/84-एम. एम.-4]

S.O. 218.—Whereas Messrs Swastika Spinning Mills, G.T. Road, Panipat-132103 (PN/2635) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Haryana and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Haryana and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/189/84-SS. IV]

का. घा. 219.—मैसर्स ब्रह्मावर मिह्र ब्राल-कृष्ण और कम्पनी इंजीनियरिंग एण्ड डिस्ट्रिब्यूटर्स, बिलाई-490001 (म.प्र./3625) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम,

1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है.) के अधीन उन्हें प्रयुक्त हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, मध्य प्रदेश को ऐसे विवरणियाँ भेजना और ऐसे लेखा रखना स्थापन निरक्षण के लिए ऐसे सुविधाएं प्रदान करेगा, जो केन्द्रीय सरकार, समय-समय पर निविष्ट करे।

2. नियोजक, ऐसे निरक्षण प्रश्नों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 क. उपधारा (3क) के खंड (क) के अधिन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बर्मा स्कीम के प्रशासन में, जिसके अंतर्गत सेवाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बर्मा प्रमियम का संदाय, सेवाओं का अन्तर्गत निरक्षण प्रश्नों सन्दाय आदि है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बर्मा स्कीम के नियमों का एक प्रति, और जब क्रम उनमें संशोधन किया जाए, तब उस संशोधन का प्रति तत्पक्ष कर्मचारियों का बहुसंख्या का भाषा में उस मुख्य भाषा का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचार, जो कर्मचार भविष्य निधि का या उक्त अधिनियम के अधिन छूट प्राप्त किंसा स्थापन का भविष्य निधि का पक्ष है, सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बर्मा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसके बाबत आवश्यक प्रमियम भारत में जवन बर्मा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधिन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बर्मा स्कीम के अधिन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि क जाने का व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बर्मा स्कीम के अधिन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधिन अनुज्ञेय हैं।

7. सामूहिक बर्मा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचार का मृत्यु पर इस स्कीम के अधिन संदेय रकम उस रकम से कम है जो कर्मचार को उस वषा में संदेय होता जब वह उक्त स्कीम के अधिन होता तो, नियोजक कर्मचार के विधिक वारिस/नाम निर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बर्मा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, मध्य प्रदेश के पूर्व अनुमोदन बिना नहीं किया जाएगा और जहां किस संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ेगा के सम्भावना हो, वहां प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारत में जवन बर्मा निगम का उस सामूहिक बर्मा स्कीम के, जिसे स्थापन पहले अपना चुका है अधिन नहीं रह जाते हैं, या उस स्कीम के अधिन कर्मचारियों को 1355 GI/84—9

प्राप्त होने वाले फायदे किस रति से कम हो जाते हैं, तो यह रद्द की जा सकता है।

10. यदि किसी कारणवश, नियोजक उस नियत तारिख के भीतर, जो भारत में जवन बर्मा निगम नियत करे, प्रमियम का संदाय करने में असफल रहता है, और पालिस. को व्ययगत हो जाने दिया जाता है तो, छूट रद्द का जा सकता है।

11. नियोजक द्वारा प्रमियम के संदाय में किए गए किसी व्यतिक्रम का वषा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दे गई होती तो उक्त स्कीम के अंतर्गत होते, बर्मा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधिन आने वाले किस. सदस्य का मृत्यु होने पर उसके हुकवार नाम निर्देशितियों/विधिक वारिसों को बर्माकृत रकम का संदाय तत्परता से और प्रत्येक वषा में भारत में जवन बर्मा निगम से बर्माकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस.-33014(177)/84-एस. एस.-4]

S.O. 219.—Whereas Messrs Bakhtawar Singh Balkrishan and Company, Engineers and Builders, Bhilai-490001 (MP/3623) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014(177)/84-SS. IV]

का. आ. 220.—मैसर्स बठनाबर सिंह बाल कृष्ण (बिल्डर्स) प्राइवेट लिमिटेड, इण्डियन एण्ड बिल्डर्स, पी.सी-490001 (भ.प्र./4667) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारों भविष्य निधि और प्रकृष्ट उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रिय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारों, किसी धूषक अभिवाय या प्रमियम का संदाय किए बिना ही, भारतय जवन बं मा निगम की सामूहिक बं मा स्कीम के अधीन जवन बं मा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बं मा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है

अतः केन्द्रिय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में वर्णित शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसे विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरक्षण के लिए ऐसे सुविधाएं प्रदान करेगा जो केन्द्रिय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरक्षण प्रभावों का प्रत्येक मास का समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रिय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बं मा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाता, बं मा प्रमियम का संदाय, लेखाओं का वितरण, निरक्षण प्रभावों संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रिय सरकार द्वारा अनुमोदित सामूहिक बं मा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या का भाषा में उसकी मुख्य भाषा का अनुवाद, संस्थान के सूचना पत्र पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहली ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बं मा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसका बाबत आवश्यक प्रमियम भारतय जवन बं मा निगम को संवत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बं मा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने का व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बं मा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बं मा स्कीम के किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वंश में संदेय होता जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्दिष्टित को प्रतिकर के रूप में दोनों रकमों की अन्तर की बराबर रकम का संदाय करेगा।

8. सामूहिक बं मा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदित के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ेने का सम्भावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदित देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारों, भारतय जवन बं मा निगम का उस सामूहिक बं मा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतय जवन बं मा निगम नियत करे, प्रमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रमियम के संदाय में किए गए किसी व्यतिक्रम की वंश में, छान मृत सदस्यों के नाम निर्विशेषियों या विधिक वारिसों को

यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, ब.मा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बंध में नियोजक, इस स्कीम के अंशों आने वाले किसी सदस्य के मृत्यु होने पर उसके हक्कदार नाम निर्देशितियों/विधिक वारिसों को ब.माकृत रकम का संवाय तत्परता से और प्रत्येक दशा में भारतय जवन ब.मा निगम से ब.माकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस.-35014/188/84-एस. एस.-4]

S.O. 220.—Whereas Messers Bakhtawar Singh Balkrishan (Builders) Private Limited, Engineers and Builders, Bhilai-490001 (MP/4667) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that

would be payable had employee been covered under the said Scheme, the employer shall pay the difference of the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No. S-35014/188/84-SS-IV]

का. आ. 221.—मैसर्स किलोस्कर इलेक्ट्रीक कम्पनी लिमिटेड ईस्ट एंग्लोया हाऊस, 3 सी., केम्पेस्ट्री स्ट्रीट, कलकत्ता-700016 (पं. वं. 14/18) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिवाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन, बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश सहकारी बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इनसे उद्भाव्य अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि, आमुक्त कलकत्ता को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निरदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा -17 की उपधारा (3क) के खंड (क) के अधीन समय-समय निरदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अंतरण, निरीक्षण प्रभावों संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवस्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, वेस्ट बंगाल के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ेने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करने में असफल रहता है, और पालिसी को व्यवगत हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यतिक्रम की दशा में, उस मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को, जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, नाम फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रशस्त दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस.-35014/184/84-एस. एस.-4]

S.O. 221.—Whereas Messrs Kirloskar Electric Company Limited, East Anglia House, 3C, Canac Street, Calcutta-700016 (WB/14118) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years:

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance

scheme of the Life Insurance Corporation of India as already adopted by the said establishment or the benefits to the employees under his Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No. S. 35014(184)/84-SS-IV]

का. आ. 222.—मैसर्स टैनरी एण्ड फुटवियर कारपोरेशन आफ इंडिया लिमिटेड 13/400 सिविल लाइन्स हजारी बगेलोर कानपुर (यूपी/995) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सङ्ग्रह बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसके अन्तर्गत अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के समी उपधारा के प्रयोजन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक निधि आयुक्त, उत्तर-प्रवेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रसारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में निर्योजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपन्यस्त फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिसे कि कर्मचारियों के लिए, सामूहिक बीमा स्कीम के अधीन उपन्यस्त फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपाधियों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने को सम्भावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को ध्वंग्य हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हस्ताक्षर नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिनों के भीतर सुनिश्चित करेगा।

[सं. एस-35014/185/84- एस. एस.-4]

S.O. 222.—Whereas Messrs Tannery and Footwear Corporation of India Limited, 13/400, Civil Lines, Hazari Bungalow, Kanpur (UP/995) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme;

rance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The Employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said

Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No. S. 35014/(185)/84-SS-IV]

का. आ. 223 - मैसर्स स्वास्तिक आयरन ऐंड स्टील रोलिंग मिल्स अमलाह रोड, मन्डी मोहिन्द गढ़ (पी. एन/ 1858) (जिसे हमने इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हमने इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिवाय या प्रीमियम का संशय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सङ्ग्रह बीमा स्कीम 1976 (जिसे हमने इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रस्तुत शर्तों का प्रयोग करते हुए और इससे उपाययुक्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन का और वहाँ की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त पंजाब को ऐसी विवरणियाँ भजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, सारा-तन्त्र पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन सतत- समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रसारों संशय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पट्टे ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वांछित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे

कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उद्भूत फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उन रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिसों/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपाबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि कि सकारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस-35014/191/84-एस. एस-4]

New Delhi, the 10th January, 1985

S.O. 223.—Whereas Messrs Swastik Iron & Steel Rolling Mills, Amloh Road, Mandigobindgarh (PN/1858) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premiums, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Com-

missioner, Punjab and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees,

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No. S. 35014(191)/84-SS-IV]

क्रा. प्रा. 224—मैसर्स मंजिल कास्टिंग्स, 730, इन्डस्ट्रियल एरिया लुधियाना (पी. एन/6431) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेध सहबन्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुविषाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निविष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का, प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, संस्थान के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम

निर्देशिनी को प्रतिफल के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपाबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वृत्ति में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न की गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस्-35014/192/84-एस्. एस्-4]

ए. के. भट्टारार्थ, प्रवर सचिव

S.O. 224.—Whereas Messrs Munjal Castings, 730, Industrial Area, Ludhiana (PN/6431) (here-in-after referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (here-in-after referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

NATIONAL TRIBUNAL AT CALCUTTA

Reference No. NIT 2 of 1984

PARTIES :

Employer in relation to Indian Farmers Fertilizers Co-operative Ltd.

AND

Their Workmen.

PRESENT :

Mr. Justice M. P. Singh—Presiding Officer.

APPEARANCES :

On behalf of Management—Mr. D. C. Gandhi, Advocate with Mr. Madho Kapoor, Advocate and Mr. Murari Sharma, Advocate.

On behalf of Workmen—Mr. R. J. Mehta, President for IFFCO Karamchhari Sangh, Kalol and Phulpur. Mr. C. R. Vanniar, General Secretary for IFFCO Employees Union, Kandla, Nobody for IFFCO Employees Union, New Delhi.

INDUSTRY : Fertiliser

INTERIM AWARD

This application dated 16 July 1984 has been filed by Kalol Union and Phulpur Union of the IFFCO for interim relief from 1-6-1982 in a pending reference. The prayer is to make a direction on the IFFCO to pay 15% of the wages as interim relief to be adjusted against the final award. In this case the reference has been made under order dated 20-2-1984 by the Central Government to this National Tribunal under section 7B (read with sub-section 1A of section 10) of the Industrial Disputes Act, 1947 on the question whether the wages, pay scales and rates of increment, the existing rates of dearness allowance, washing allowance, house rent allowance, city compensatory allowance, shift allowance, conveyance allowance of the workers of IFFCO should be revised. If so, from what date and with what details. It is also on some other questions, that is, on questions.

Whether workers handling cash should be paid cash handling Allowance ? If so, from what date and with what details ?

Whether workers performing jobs of other grades should be paid acting allowance in addition to their own grade pay ? If yes, from what date and with what details ?

Whether the existing rate of Contributory Provident Fund should be revised ? If so, from what date and with what details ?

Whether the job classification of each workman should be done in consultation with the Union ?

Whether the retirement age of workers should be increased to 60 years ? Whether a retirement scheme should be formulated in consultation with the Union ?

Whether the House Building Loan Scheme should be formulated in consultation with the Union ?

The main reference thus takes in several matters for adjudication and very large issues have to be gone into as also the necessity for revision has to be decided at the final adjudication. All the parties have filed their written statements. In the opinion of the Central Government the dispute involves a question of National Importance and is of such a nature that industrial establishment of the Indian Farmer Fertilizers Cooperative Ltd., situated in more than one state is likely to be interested in or affected by such dispute and that this dispute should be adjudicated by National Tribunal. The said reference is pending before this Tribunal. As a result of this reference the Gujarat reference No. 588 of 1979 stands quashed under section 10(6) of the Industrial Disputes Act. The present petition prayed for interim relief of 15 per cent of the wages has been filed during the pendency of this reference.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium and responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No. S.35014(192)84-SS-IV]

A.K. BHATTARAI, Under Secy.

New Delhi, the 5th January, 1985

S.O. 225.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes, the following interim award of the National Tribunal at Calcutta, in the industrial dispute between employees in relation to the Indian Farmer Fertilizers Cooperative Ltd., and their workmen which was received by the Central Government on the 27th December, 1984.

2. Indian Farmer Fertilizers Co-operative Ltd. (IFFCO) is Asia's largest co-operative and India's highest producer and marketer of fertilizers. It is owned by millions of farmers through 25,000 cooperative societies. It has three plants Kandla, Kalol and Phulpur. Its well-knit marketing net-work through-out the country channels products through co-operative societies, Farmer's service centres and other public sector agencies. Approximate number of workmen employed in the manufacturing units of IFFCO are these :

	Workmen	Non-workmen	Total
Kalol Unit	720	118	838
Kandla unit	848	81	929
Phulpur unit	777	331	1108

At the marketing division of IFFCO in different states of India the workmen are 1092 and non-workmen 222. At the head office at New Delhi the number of workmen is 163 and non-workmen 70. The total number of workmen are 3600. The present application for interim relief was made only by two unions Kalol and Phulpur unions.

3. Before I enter into the merit of the interim relief petition I would like to mention that there are two main principles involved in the process of fixing or revising the wage structure :

- The financial capacity of the industry to bear the extra wages ;
- The prevailing wage-structure on an industry cum region basis.

In workmen of NEW Mills v. NEW Mills, 1969 II LLJ 782 it was observed :

"In a number of decisions of the Supreme Court and of the industrial tribunals, it has been laid down that two principal factors which must weigh while fixing or revising wage-scales and grades are : How the wages prevailing in the establishment in question compare with those given to the workmen of similar grade and scale by similar establishments in the same industry or in their absence in similar establishments in other industries in the region and what wage scales, the establishment in question can pay without any undue strain on its financial resources. In considering the first question, the tribunal has first to ascertain whether there are comparable concerns in the same industry in the region. In doing so it has to take into account the extent of business, the capital invested, the profits, the nature of business, the standing, the strength of labour force, the reserves, if any, the dividends paid, the future prospects of the business of concerns put forward before it as comparable and other relevant facts. Obviously there can be no comparison between a small struggling unit and a large flourishing concern of long standing. Where there are no such comparable concerns in the same industry in the region, the tribunal can look into concerns in other industries in the region for comparison but in that case such concerns should be as similar as possible and not disproportionately large or absolutely dissimilar."

As regards the question as to how the financial capacity of the industry to pay the additional burden should be determined, it was observed in Workmen of Gujarat Electricity Board, Baroda v. Gujarat Electricity Board, Baroda, 1969-II LLJ 791 that the nature or duties performed by the industry as per the statutory provisions should be considered as also the activities which the statute requires it to carry.

In Workmen of Balmer Lawrie and Co. Ltd. v. Balmer Lawrie and Co. Ltd., 1964-I LLJ 380 it was held :

".....If the paying capacity of the employer increases or the cost of living shows an upward trend, or there are other anomalies, mistakes or errors in the award fixing wage-structure, or there has been a rise in the wage-structure in comparable industries in the region, industrial employees would be justified in making a claim for the re-examination of

the wage-structure and if such a claim is referred for industrial adjudication, the adjudicator would not normally be justified in rejecting it solely on the ground that enough time has not passed after the making of the award, or that material changes in relevant circumstances had not been proved. It is, of course, not possible to lay down any hard and fast rule in the matter. The question as to revision must be examined on the merits in each individual case that is brought before the adjudicator for his adjudication."

As held in French Motor Car Co. v. their workmen, 1962 II LLJ 744 at page 745 "It is now settled that the principle of industry-cum-region has to be applied by an industrial court when it proceeds to consider questions like wage-structure, dearness allowance and similar conditions of service. In applying that principle industrial courts have to compare wage scales prevailing in similar concerns in the region, with which it is dealing, and generally speaking, similar concerns would be those in the same line of business as the concern with respect to which the dispute is under consideration. Further, even in the same line of business, it would not be proper to compare, for example, a small struggling concern with a large flourishing concern. Regarding the said aspect of the matter, the extent of business carried on by the concerns, the capital invested by them, the profits made by them the nature of the business carried on by them, their standing, the strength of their labour force, the presence or absence and the extent of reserves, the dividends declared by them and the prospects about the future of their business and other relevant factors have to be borne in mind for the purpose of comparison. A small concern cannot be compared with a large concern. Thus when there is a large disparity between the two concerns in the same business it would not be safe to fix the same wage-structure as in the large concern without any other consideration. The question whether there is large disparity between two concerns is, however, always a question of fact and it is not necessary for the purposes of comparison that the two concerns must be exactly equal in all respects. All that the tribunal has to see is that disparity is not so large as to make the comparison unreal."

(1962—I LLJ 271 : 302 ... Referred to)

The contention that there would be no justification for increasing the wage-scale in a case where the concern is paying the highest wages as compared to other similar concerns engaged in the same line of business and working in the same area could not be accepted. Otherwise it would mean that if a concern is paying the highest wages in a particular line of business there could be no increase in wages in that concern whatever may be the economic conditions prevailing at the time of the dispute. Where a concern is paying the highest wages in a particular line of business there should be greater emphasis on the region part of the industry cum region principle, though it would be the duty of the industrial court to see that for the purposes of comparison such other industries in the region are taken into account as are as nearly similar to the concern before it as possible. Though therefore, in a case where a particular concern is already paying the highest wages in its own line of business, the industrial courts would be justified in looking at wages paid in that region in other lines of business, it should take care to see that the concerns from other lines of business taken into account are such as are as nearly similar as possible, to the line of business carried on by the concern before it. It should also take care to see that such concerns are not so disproportionately large as to afford no proper basis for comparison."

In Workmen of Gujarat Electricity Board v. Gujarat Electricity Board, 1969 II LLJ 791 at page 798 it was said :

".....In *Williamsons (India) (Private) Ltd. v. its workmen* (1962—I LLJ 302) this Court clearly laid down what criteria had been established for considering what are comparable concerns when dealing with a question of wage-fixation. It was held at page 305 :

"...This Court has repeatedly observed that, in considering the question about comparable concerns, tribunals should bear in mind all the relevant facts in relation to the problem. The extent of the business carried by the concerns, the capital invested by them, the profits made by them, the nature of the

business carried on by them, their standing, the strength of their labour force, the presence or absence and the extent of reserves, the dividends declared by them and the prospect about the future of their business—these and all other relevant facts have to be borne in mind”

Similar view had been taken in *Workmen of Balmer Lawrie and Co. v. Balmer Lawrie and Co.* 1964—1 LLJ 380 at 385.

In 1984 Gujarat Law Reporter 566 it was observed :

“It is clear from the judgement of the Supreme Court that :

- (i) Region-cum-industry principle is not a static and invariable rule and its rationale is that it is expedient that ordinarily all comparable units in the same industry in the same region ought to have equal production cost and equal competitive footing ;
- (ii) But the concept of region is a broad concept and not necessarily confined to state and it may differ from industry to industry and from time to time.
- (iii) Similarity of economic conditions would be a guiding factor to determine the region. Some of such conditions are consumer price index, concentration and development of the concerned industry in the geographical area, access to raw material transport, nearness of market, availability of labour and type of market ;
- (vi) Since it is impossible to have two identical regions or units, it would be necessary not only to find out similarities but also to find out dissimilarities and differences and to make suitable adjustments or allowances for the same. Here also rigidity and golden scale need not be applied.
- (v) If there are large number of comparable units in the same industry in that region, it would be proper to compare with comparable units in the same region.
- (vi) Otherwise it would be proper for the Tribunal to look for comparable units in the same industry in other or adjoining region irrespective of the State boundaries or to look to similar other industry in other line of business in the same region or other adjoining region, and
- (vii) While comparing two units (whether in the same region or in the same industry or not) the Tribunal ought to take care to see that the two units are comparable having regard to the guidelines indicated in the *Williamson's case* the Supreme Court, such extent and nature of business, capital invested, profits, expenses, dividends, standing labour strength, future prospects etc.
- (viii) It is permissible to divide the industry or employers and classify them according to their paying capacity of gross revenue.”

4. After laying down the general principles of wage fixation or wage revision I will now come to the merit of the interim relief petition. It is now well settled that interim relief can be given according to the decision of the Supreme Court in *Management of Hotel Imperial, New Delhi v. Hotel Workers' Union*, AIR 1959 SC 1342 and as per decision of the Patna High Court in *Management of Bihar Electricity Board, Patna v. their workmen*, 1971—1 LLJ 389 but as held in this Patna case :

“In either case it has got to take form of an interim award and in that event the Tribunal must determine that there is good prima facie case in favour of the workman for final adjudication and, therefore, on the facts of a particular case, granting of interim relief by the interim award is necessary. In absence of such an adjudication of the kind just indicated by me, the Tribunal is not competent to grant interim relief to the discharged workman.”

In my opinion the following three factors are to be considered in the matter of granting interim relief. All the three must be considered together. None alone is sufficient, They are :

- (i) There must be a good prima facie case for revision of wages at the time of final adjudication, that is, there should be prima facie evidence to show that the financial position of the industry is able to pay the increase in wages and there should also be materials to show that there is pronounced disparity in the wages which are being paid in the industry in question and the wages which are being paid in similar concerns in the region.
- (ii) Whether on the facts of the particular case it is necessary to grant such relief as for example whether the workmen are living under an intolerable strain or real distress owing to having been an appreciable increase in the cost of living in the past years without a corresponding rise in the pay or allowance. In other words there is urgency or immediate need of granting such relief ; and
- (iii) Whether there would be unreasonable delay in disposing of the main reference.

It is therefore to be seen as to whether there is good prima facie case; and whether on the facts of this case it is necessary to grant the interim relief and whether there would be unreasonable delay. Sri R. J. Mehta argued that the applicants have a good prima facie case. A perusal of the application for interim relief dated 16th July 1984 filed by the two unions it will appear that one aspect of their case as stated therein is that there was a draft settlement agreed to by the parties. It is urged that at the time of negotiation the management had consented to give 15% rise of the wage-structure. It is stated in para 6 of the interim relief petition that the implementation of November settlement of 1979 in respect of both Phulpur and Kandla Plant resulted into heavy financial losses to many workmen, that this fact was accepted by the Co-operative during the negotiation with the unions and a settlement (Annexure A to the interim relief petition) was reached between the unions and the co-operative to compensate such of the workmen of both Kandla and Phulpur Plants who had lost heavily for signing the settlement. A copy of the settlement negotiated with the Co-operative which is said to have in the draft form attached to the present interim relief petition and marked as Annexure 'A'. In para 7 it is stated that the said draft settlement also puts to an end to the issues of wage revision and other matters in respect of Kalol workmen. In para 8 it is stated that the draft settlement referred to hereinabove also provides not only settlement of dispute for Kalol Plant workmen but also contains certain payments to be made to workmen of both Kandla and Phulpur Plants by way of compensation for the heavy losses caused to them because of the illegal change effected in dearness allowance scheme by introducing forcibly industrial dearness allowance in place of central dearness allowance and so by way of interim relief this National Tribunal may be pleased to award the terms of the said draft settlement as Interim Relief in the first instance. In para 9(a) one of the grounds given for interim relief is that at the time of negotiations the management itself was willing to give a minimum rise of 15% in wage structure. In para 10 a prayer is made that the Co-operative be directed to pay to every workman as interim relief, benefits, already agreed to an set out in Annexure 'A'. The question is whether even prima facie this draft settlement can be relied upon. In my opinion not. It is to be noticed that the alleged draft settlement (Annexure 'A' to the interim relief petition of the two concerned unions) does not bear the signature of any representative of the management, no one has signed for the management. There are endorsements on it to the effect “without prejudice” and “terms set out herein would stand withdrawn if they are not accepted by the society”. Not only this, a photostat copy of the draft settlement which is Annexure 'E' to the written statement of the union dated 11-6-1984 does not even bear the signature of Sri R. J. Mehta and prima facie therefore the two draft settlements differ from one another. No date of execution on the said draft. In his affidavit dated 15th September 1984 Sri A. K. Jaiswal said that on further negotiations a fresh agreed draft was finalised between the Co-operative and the union on 30 October 1983 and the said finalised draft is Annexure 'A' to the interim relief petition but Sri A. J. Das chairman of

IFFCO Karamchari Sangh Kalol has said in his affidavit dated 3 September 1984 that negotiation took place on 31st October 1983 also. Sri R. J. Mehta in his letter dated 13-11-1983 said that several differences still existed between the management and the union. The draft settlement itself mentions that negotiations were complete before 31st October 1983. It is further to be noticed that there is absolutely no material on record to show that the said draft settlement was ever given to the management of IFFCO. Furthermore it is to be noted that the letter of the managing director, IFFCO to Shri R. J. Mehta dated 23-11-1983 that though various discussions took place at different stages no settlement on all the issues had been reached. These circumstances throw serious doubt as to whether there had been any settlement between the parties. At least it can safely be said that no prima facie case, far less a good prima facie case is made out on the basis of the alleged draft settlement (Annexure 'A' to the interim relief petition).

5. Next we have to consider the capacity of the industry to pay. Sri R. J. Mehta appearing for the two applicant unions contended that the Co-operative is financially sound and can afford to pay even the living wage to the workmen, that the interim increase of 15% of the wages would bring their wage level not even to the fair wage level. He pointed out that the Co-operative has made high profits in the last six years ending on 30th June, 1983 :

Year	Rs. in lakhs
1977-1978	3,662.18
1978-1979	3,569.55
1979-1980	2,175.74
1980-1981	1,849.85
1981-1982	4,127.16
1982-1983	4,418.14

It is said profits were earned by the Co-operative on an average paid up capital of Rs. 81,01,44,755. He submitted that the total reserves in coffers of the Co-operative as on 30th June, 1983 were Rs. 1,93,85,56,461. In support of his argument Sri Mehta has submitted statistical data from the balance-sheet of the Co-operative. Mr. Gandhi argued that the statistical data submitted by Sri R. J. Mehta do not depict the correct picture as Sri R. J. Mehta had not taken into consideration the subsidies received by the IFFCO from the Central Government and even the comparative statements of capital, reserves, profitability, etc. shown by Sri R. J. Mehta had not been quoted in the right manner. He pointed out that the selling prices of fertilisers to be supplied to the farmers at their doorsteps were periodically revised by the Central Government; that large parts of the inputs and raw materials were also to be purchased by IFFCO at prices fixed by the Central Government and hence there was no scope for IFFCO to make profits on its own unless subsidies were received from the Government of India. Sri Gandhi has referred to the affidavit of Sri R. K. Genta for the purpose of showing the financial results for the period 1977-78 to 1982-83; that during the period 1977-78 to 1982-83 after taking into consideration the subsidies received from the Central Government the working results of the last six years show that there is net loss of Rs. 1.82 lakhs.

Therefore the picture which has been placed by Sri R. J. Mehta is not so easy to accept. We cannot ignore the nature of activities carried on by the Co-operative. Sri D. C. Gandhi for the management argued that pursuant to the policy of the Central Government to develop agricultural economy in the country, plants for manufacturing fertilisers were established with the help of financial aid from the Central Government and that this policy avoided imports of large quantities of fertilisers by sending huge foreign exchange; that as per this policy millions of farmers are expected to be supplied fertilisers at as low rates as is feasible at their doorsteps. For this purpose Central Government gives large amounts of subsidies to all the fertiliser plants in the country whether such plants are in public sector or in Co-operative sector or in private sector. Mr. Gandhi submitted that IFFCO is a cooperative society established by farmers' cooperative societies spread over throughout the country and

millions of farmers are the members of such cooperative societies and that the contribution of the Central Government in the share capital of IFFCO is about Rs. 49.29 crores as against Rs. 38.24 crores contributed by at least 25,000 agricultural cooperative societies. He urged that but for the fact that IFFCO received the following amounts of subsidy from the Central Government, IFFCO would not have been in a financial sound position :

Year	Amount of subsidies received from the Central Government Rs. in crores :
1977-78	27.12
1978-79	20.85
1979-80	32.50
1980-81	14.58
1981-82	30.77
1982-83	85.34

He said that IFFCO had also received a term loan of Rs. 122 crores at a low average interest rate of 11.18% from various financial institutions and it is also obliged to take upon other obligations. He pointed out that IFFCO had already invested more than Rs. 61 crores in KRIBHCO, a subsidiary company, set up to manufacture fertilisers in Gujarat; that it had invested Rs. 6 crores in Industries Chimique Du Senegal (I.C.S.), that in order to have regular supply of Phosphoric acid with is a raw material for Kandla plant of IFFCO, it has committed to contribute a further sum of Rs. 6.5 crores to Messrs Godavari Fertilisers Hyderabad for the creation of fertiliser production capacity and that IFFCO is not likely to get any return out of these investment for some time to come. He further said that IFFCO is committed to contribute Rs. 55 crores towards the cost of its new fertilisers project being set-up at Achia (Bareilly) in Uttar Pradesh and therefore IFFCO is a farmers' Co-operative society supported by the Central Government. The submission of Sri Gandhi find support from the materials on record and prima facie there is no good reason to reject them as baseless. I accordingly hold that no prima facie case has been made out by the two concerned unions regarding the soundness of the financial capacity of the cooperative.

6. Sri R. J. Mehta next submitted that the present salary/wage structure including the dearness allowance was fixed some five years back in respect of the workmen of Kandla and Phulpur plants under their settlements with the Co-operative and some nine years ago in respect of workmen of Kalol plant under the settlement dated 5 July 1975 and hence the salary structure in all the three plants have become completely outdated. He urged that in this view of the matter there is need for revision of wages and that a prima facie case has been made out for this reason also. This argument is not impressive in view of the two settlements admittedly arrived at between the management of IFFCO on one side and some unions on the other. Admittedly the first tripartite settlement with Kalol union was arrived at in July 1975 effective from 1-1-1973 upto the period of 30th January 1977. This settlement continued to be in force upto 8 January 1979 when it was terminated by Kalol union for all these years they were getting the wages including dearness allowance payable under the Central Government Dearness Allowance Scheme. Under the settlement entered into by them, wages have been concluded by agreement. It is not therefore open to them to contend that the wages had not been revised in the case of Kalol union for 9 years. Not only that. There was second tripartite settlement between the said management and with all unions except Kalol which was effective from 1 July 1977 and was in force upto 30th June 1982. This second settlement was arrived at in November 1979. Kalol union also was offered the benefits and advantages of the second settlement but they refused to sign it. The second settlement was arrived at between the IFFCO and 2880 workmen. Kalol represented only 20% of the workmen. The management of IFFCO had formulated a common wage policy between all the units but Kalol deliberately remained aloof. Mr. Gandhi pointed out that even after revision of wages in respect of Kandla, Phulpur and Delhi Kalol was getting Rs. 400 more and is getting

the same till today. As already stated the second settlement remained in force upto 30 June 1982. The workmen of Kalol therefore cannot complain that their wages had not been revised from July 1977. In the year 1983 there were fresh demands by the various unions in the month of July to September. The present reference was made on 20th February 1984. From the above it is quite clear that the first tripartite settlement remained in force till 8 January, 1979 in respect of the workmen of Kalol plant because that is the date on which that settlement was terminated by them, under notice dated 8-1-1979. It appears that after terminating the first tripartite settlement the Kalol union raised fresh charter of demands which were for adjudication by the Gujarat Tribunal in reference 588 of 1979. In that case arguments of the management were over in April 1982 but the Kalol union did not argue the case for about 18 months. As a result of the present reference to the National Tribunal, the Gujarat reference was quashed. In view of these circumstances the salary structure of the workmen of the three plants including the Kalol plant cannot be said to be outdated. The contention is rejected.

7. Sri R. J. Mehta next contended that the total emoluments of the workmen concerned in this reference were lower than those applicable to the corresponding categories of the workmen employed by public and private sector units in the region; that in comparison the emoluments have become smaller and smaller in the last one decade because of the steep rise in All India Working Class Consumers Index numbers (1960=100) base since the signing of the two settlements in November 1970 and the settlement of 5 July 1975 and that there has been a rise of 211 points from November 1979 till the date of the filing of the present application. He also submitted that in the case of most of the public sector units, revision in the workmen's emoluments have been made in the last two years. He further submitted that conditions of service other than the basic wage structure and dearness allowance were equally poor and inferior. In continuation of his argument he also said that the Co-operative had been paying sumptuous salaries and allowances to its directors and executives and more to the managing director. In my opinion the contention is vague and is of general nature and not supported by facts and figures. The application for interim relief does not state as to which are the similar comparable concerns in which higher wages are paid and there is any pronounced disparity of wages between the IFFCO and other concerns. The application does not state what wages are paid in any other similar concerns and what are their economic conditions as compared to the IFFCO. The management of IFFCO has denied the allegation. Sri Gandhi for the management submitted, and in my opinion rightly, that IFFCO is an all India organisation and hence its dearness allowance scheme should be compared with all India level fertiliser industry. He has submitted that the IFFCO's dearness allowance scheme compare favourably with National level organisations; that the pay scales and the other emoluments of the workmen in IFFCO compares favourably with other all India level organisations in similar industry. He has also pointed out that there are around thirty thousand employees employed in National level fertiliser industry, namely, National Fertilizers Ltd., Rashtriya Chemical and Fertilizers Ltd., Fertilizers Corporation of India; that besides the establishments run by National Fertilizers Limited etc. as aforesaid there are other establishments in the fertilizer industry like Gujarat State Fertiliser Corporation; Gujarat Narmada Valley Fertiliser Corporation and some others in private sector as well. The existing wages and service conditions of the workmen/employees of the IFFCO on the whole compare favourable with those prevailing for their counterparts employed in various units of the National level fertiliser industry in the country. The employees/workmen employed by IFFCO are also better of than their counterparts employed by the Central Government. As regards the dearness allowance being paid to the employees/workmen of IFFCO, as pointed out earlier, all except Kalol workmen are being paid Dearness Allowance under Industrial D. A. Scheme, under which neutralisation at the rate of Rs. 1.30 per point shift in cost of living index number is allowed. All employees employed in national level fertiliser industry are also being paid dearness allowance under Industrial D. A. Scheme providing for neutralisation at the same rate of Rs. 1.30 per point shift; that a committee has been appointed by the Central Government to go into the question of payment of dearness allowance to the employees in the country headed by Sri

Bhoothalingam has also recommended the payment of dearness allowance at the rate of Rs. 1.30 per point of rise. In addition, the workmen are also getting a large number of other fringe benefits and allowances. Large number of items included for compiling the Consumer Price Index are additionally being covered by the fringe benefits/allowances being given to the workmen of IFFCO. Therefore, with the existing rates of Industrial dearness allowance, effectively the workmen are being compensated. He has referred to Hindustan Times vide 1963 1 LLJ p. 108 in which the Supreme Court has held that while fixing emoluments, the effect thereof on national economy and the interest of consumers should not be side tracked. He submits that about 30,000 employees of the national level fertiliser plants are spread throughout the country and the wage prevailing for the employees/workmen of IFFCO compare quite favourably with those prevailing for the employees of the units/offices of the National level fertiliser industry all over the country. He has shown charts to establish that the total emoluments that the workmen in the lowest grade employed at Kandla/Phulpur/Delhi and Marketing Offices as on 1 January 1984 received, were Rs. 988.53 as against the counter-part employed in National Fertiliser Limited received Rs. 933.79 and that too after revision effective from 1-1-1983; that the unskilled worker in Gujarat Narmada Fertiliser Corporation received Rs. 930 after revision effective from 1-1-1984. The lowest grade employees employed by the Central Government received Rs. 604.93. The charts further show that the workmen employed by IFFCO in other categories also received higher total emoluments than their counterparts employed in National Fertilisers Limited, Gujarat State Fertiliser Corporation and Central Government. His submission are supported by facts and figures which are on record. The submissions of Sri Gandhi cannot be said to be unfounded. There is thus no prima facie case for revisions of wages.

8. Sri Mehta for the concerned unions contended that only three percent of the profits go to the employees' benefits though there is high production and high profits to the Co-operative and this should be a ground for granting interim relief. Suffice to say that the question of interim relief cannot be decided on the basis of such an argument. It has to be decided on principles. The contention is rejected.

9. Sri R. J. Mehta argued that the second tripartite settlement of November 1979 was unjust and unfair because the introduction of the industrial dearness allowance scheme in this settlement caused reduction in dearness allowance of Kandla, Phulpur and Delhi workmen who were parties to it. He relied on the case of Harbertsons Ltd. v. workmen of Harbertsons Ltd. and others, (1977) 2 SCR 15. On the other hand Sri Gandhi for the management argued that the fairness and justness of the settlement should be examined with reference to the situation as it stood on the date on which it was arrived. He relied on New Standard Engineering Co. Ltd. v. M. L. Abhyankar and others, 1978 1 LLJ 487 (SC) and Tala Engineering and Locomotive Co. Ltd. v. workmen, 1981-II LLJ 429. In my opinion no question of fairness or justification of that settlement arises to be determined in this case, especially in the interim relief matter. Anyway it may be noticed that 80% of the workmen of IFFCO had entered into that settlement with open eyes and there is no reason as to why it should not be held to be fair and just.

10. Another thing to be noted is that no application has been filed by Kandla and Delhi workmen for any interim relief. They are parties to be case and were present when that interim relief matter was being argued. But they said that they do not pray for any interim relief. Benefit cannot be thrust upon any one. Thus majority of the workmen do not want any interim relief. From this point of view also it is not desirable to give any interim relief to the applicants especially when no prima facie case has been made out.

11. Sri R. J. Mehta advanced an argument that it is not necessary for the union to make out any prima facie case in view of the Supreme Court decision in Dalmia Dabri Cement v. Avatar Narayan Guiral, 1962 1 LLJ 261. But that case is not applicable to the facts of the present case. In that case the concerned parties had jointly requested the state government under section 10(2) of the Industrial Disputes Act, 1947 to refer the dispute in regard to revision of grades of workmen and their allowances for adjudication and it was in that situation that it was held that the resulting

award passed by the Tribunal revising the grades of workmen without making any change of circumstances cannot be held erroneous. So the argument of Sri R. J. Mehta cannot be accepted as valid. I have already said that in *Management of Bihar State Electricity Board v. workmen of Bihar State Electricity Board*, 1971 1 LLJ 391 (Patna) it has clearly been held that the tribunal must determine that there is a good prima facie case in favour of the workmen for the final adjudication. Hence the contention is rejected.

12. Sri R. J. Mehta has filed certain interim awards for the purpose of showing that interim relief has been given in these cases. I will now refer to them. In *Asbestos Cement Ltd. v. workmen*, the Industrial Tribunal Maharashtra, Bombay, Mr. F. H. Lala gave interim relief to the concerned workmen but the facts of that case were different. In that case the company had not pleaded want of financial capacity for resisting the unions' claim for uniform pattern of dearness allowance. It further appears that the arbitrators were impressed by the figures of gross profits and dividends declared by the Company for the years 1958-59 to 1963-64. The arbitrators had also referred to the observation of the director in the report for 1962-63 that the net profit for the year had reached the record level of Rs. 57.60 lakhs and the same would have been higher by Rs. 22.40 lakhs but for the fact that provision to the extent had to be made for the new super profit tax imposed by the 1962-63 budget. The nature of the company was also different from the present one. In *M/s. Candi Filters (Ind) Ltd. Bombay v. workmen*, Sri N. L. Abhyankar, the arbitrator, granted interim relief but the facts of that case also are different. The nature of the industry was different. There had been no revision of basic wages and dearness allowance for 18 years and most of the employees were groaning under heavy burden of maintaining themselves for which they were earning very inadequate total salary per month. In that case the company for reasons best known to them had differentiated between its employees in the same region, that is, in Bombay employees at the Orion Engineering Works, as against the employees concerned in that reference. It is to be noted that the arbitrators felt the force of the contention that while considering any relief it had to be borne in mind that the question of relief to other workmen at several other places also had to be considered. In the present case the Delhi and Kandla workmen expressly said to this Tribunal that they do not pray for interim relief and the main reference itself be disposed of. In the said arbitration case it was observed that there was no reason to refuse to pay wages to Kandji Filters (India) Ltd. workmen under the same employment proportionately to what was being paid to the Orion Engineering Works workmen under settlements with them. In the present case the wages which were being paid to 80% of the workmen under the second tripartite settlement (from 1-7-1977 to 30-6-1982) were offered to the 20% workmen of the Kalol plant but they did not agree to it.

In *British Indian Corpn. Ltd. v. Industrial Tribunal, Punjab*, 1984 1 LLJ 1 the Supreme Court refused to interfere with the award of the Industrial Tribunal Punjab by which variable dearness allowance admissible and payable to the workmen of the appellant company was enhanced from 37 paise per point to 75 paise per point. Nothing has been said in this Supreme Court case as to under what circumstances interim relief of wages should not be given. This case therefore is not helpful in deciding the matter in question.

In *Sri Eddy Kotwal v. Messrs Trans World Airlines*, in complaint (IT) No. 55 of 1974, in reference (IT) No. 187 of 1973 before the Industrial Tribunal, Maharashtra, Bombay. The case was that Eddy Kotwal a workman of the Trans World Airlines had been dismissed from service for misconduct without approval of the Industrial Tribunal under section 38(2)(b) of the Act during the pendency of a reference in respect of some industrial dispute. It was held in that case that there had been contravention of section 33(2)(b). Interim relief of 50% wages was granted. It is clear that the fact of that case is wholly different and it has nothing to do with the present case.

In *Jeewanlal (1929) Ltd. v. State of West Bengal*, 1975 Lab. IC 1161 it was held that the definition of Award included interim award also and it had to be published as required by section 17 of the Industrial Disputes Act, 1947. In *Bennett Coleman and Co. Ltd. v. their employees*, 1954 1 LLJ 341 LAC Calcutta, the case one of abrupt closure

of a new paper establishment, Calcutta unit, in that case also nothing was said about the principles to be applied in the matter of granting interim relief.

In *Association of State Road Transport Undertaking, Maharashtra v. Shri Y. Hunumanthappa* the concerned workman was an accountant of the Association of State Road Transport Undertaking Maharashtra. He has been dismissed from service. He was granted interim relief of 50% of the remuneration on a consideration of the facts leading to his dismissal; That case has no relevance to the present case. *Acme Manufacturing Co. Ltd. v. Workmen*, Reference (IT) No. 151 of 1975 before the Industrial Tribunal, Maharashtra, Bombay was a case of lay-off and 300 workmen were without work and without wages for 9 to 10 months and they were facing starvation, specially due to high cost of living. It was in that situation that some interim relief was granted to them. It is not so here. In the present case there is absolutely no material to show that the concerned applicants are facing starvation, they are all in service and getting wages. By no stretch of imagination it can be said that they are living under an intolerable strain or hardship or under any real distress due to rise in the cost of living. That case therefore has no application to this case. Any rise in the cost of living in the present case is taken care of by increase in dearness allowance at the rate of 1.30 paise per point.

In *Cable Corporation of India, Bombay v. their workmen* in reference (IT) No. 156 of 1973 before the Industrial Tribunal Maharashtra, Bombay, the Company had admittedly offered certain terms and conditions of service including consolidated wage scale and scheme of dearness allowance to its workmen by making individual offers to them and majority of the workmen had accepted those offers. Some of the workmen who did not accept the offer applied for interim relief. There was phenomenal rise in the cost of living; the financial position of the company was sound; maximum dearness allowance was fixed in respect of the different grades of workmen. So the facts are different but even in that case it was observed that only to those employees whose total emoluments were such that they found it difficult to maintain standard of living with their emoluments in the face of the rise in the cost of living were entitled to interim relief. It is thus clear that the Industrial Tribunal or the arbitrator or any other Court aforesaid decided the case of interim relief on a consideration of the particular facts in each case. There can be no hard and fast guideline for every case. Each case has to be decided on its own facts.

13. In the present case Sri R. J. Mehta has failed to prove a prima facie case for revision of the wages. While arguing the financial capacity of the industry Sri R. J. Mehta for the concerned unions ignored the fact that the fertiliser industry is a subsidised industry and subsidies are received from the Government of India; that the products are sold at the prices determined by the government; that due to increase in the cost of various inputs like raw materials, wages and other expenses, the cost of production of fertiliser is much above the price determined by the Government for sale to the consumer and in order to compensate the manufacturers for the differential between the cost of production and the sale price determined by the Government, a pricing policy was evolved under which the manufacturers are not only compensated for the increase in the cost of production but are also allowed a post tax return of 12% on the net-worth of the Co-operative. While compensating the increased cost of production, the pricing body appointed by the Government assumes that the plants would achieve on an average 80% of the capacity utilisation and that the plants would operate under normal conditions. As submitted by Sri D. C. Gandhi IFFCO's plants have been operating at above 80% of their installed capacity. IFFCO has been able to earn higher profits. He has also pointed out that the average life of a fertiliser plant is taken to be 10-12 years, that the plants at Kalol and Kandla have already completed almost 10 years of life and in other couple of years they would have outlived their useful life. The plant at Phulour and the expansion facilities at Kandla (C and D Trains) would complete their useful life in another 5-6 years. With the ageing of the plants not only the capacity utilisation will not remain as high as it has been in the past but the consumption of inputs would increase and also the

maintenance cost will be higher. Sri Gandhi has also submitted that the Co-operative has so far been paying only 6% dividends to its share holders as against 12 per cent allowed under the Co-operative Societies Act with a view to make provision for reserves for expansion, new investments and renovations of the Plants. On the point relating to the revision of wages, nothing has been shown as to in what similar concerned higher wages were being paid.

14. Both parties argued on the question relating to the date from which the interim relief, if granted, should come into force. Several decisions have been cited by the parties in support of their respective contentions. In the view which I have taken it is not necessary to decide this point. The question as to whether the interim relief in the shape of interim award should be given from the date of demand or from the date of expiry of settlement or from the date of reference or from the date of publications of the interim award has to be decided on taking into account various factors. After all the matter is mainly within the discretion of the Tribunal. I, therefore do not decide it. It is not, therefore, necessary to refer or discuss the various authorities cited by the parties.

15. Sri R. J. Mehta submitted that the dispute is likely to take long time before it is finally decided, that many witnesses will have to be examined on the point arising in the case and this will consume a lot of time and hence interim relief should be given. In my opinion the point has no force in this case. The reference has been made only in February 1984. If the parties co-operate the main reference itself can be disposed of in the next year i.e. in 1985. It would have been better for the concerned unions to proceed with the main reference itself than to press the interim relief petition in this year, because the self-same matter which arises to be discussed in the interim relief matter will have to be gone in the main reference also. The parties filed their respective written statements in June and July 1984 and the present interim relief petition was filed on 16th July 1984. It was therefore proper for the concerned unions to press for disposal of the main reference itself. There is, in my opinion no question of unreasonable delay at present in disposal of the main case. The contention is rejected.

16. Sri R. J. Mehta has filed a petition dated 10th October 1984 for cross-examination of Sri R. K. Gupta, general manager (P and A) on the matter relating to the affidavit dated 14-9-1984 filed by the latter on 17th September 1984. The reply of the management is dated 30th October 1984. He has drawn my attention to the provisions of Order XIX Rule 1 of the Code of Civil Procedure which empowers a Court to get any fact proved by affidavits and in certain circumstances the cross-examine the deponent. He has also argued that some part of the affidavit is in respect of matters of opinion and in some part of the affidavit attack has been made on the trade union. Specially upon Sri R. J. Mehta, president of IPFCO Karamchari Sangh, Kalol and Phulpur. It may be mentioned here that most of the facts which have been stated in the affidavit relate to matters on record. It may further be mentioned that the Tribunal has not ordered any party to file any affidavit in the interim relief matter. On behalf of the concerned unions also two affidavits have been filed, namely, that of A. K. Jaiswal and A. J. Das. In the circumstances the prayer of Sri R. J. Mehta is to examine Sri R. K. Gupta unfounded and baseless. Order XIX Rule 1 has no application to the present case. The prayer of Sri R. J. Mehta is rejected.

17. To conclude I find that no good prima facie case has been made out and on the facts of this case also it is not a fit case for the grant of interim relief. Accordingly the application of the two unions, Kalol and Phulpur dated 16 July 1984 for interim relief is dismissed for the reasons given above. Let this interim award be sent to the Central Government as provided in section 15 of the Industrial Disputes Act, 1947 for publication under section 17 of that Act.

Dated, Calcutta,

The 19th December, 1984.

M. P. SINGH, Presiding Officer
[No. L-31016/1/83-I&E (SS)]
ASHOK SAHU, Dy. Director

New Delhi, the 1st January, 1985

S.O. 226.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the following award of the Central Government Industrial Tribunal, Kanpur in the industrial dispute between the employers in relation to the State Bank of India, Dehradun and their workmen, which was received by the Central Government on the 20th December, 1984.

IN THE COURT OF CENTRAL GOVT. INDUSTRIAL
TRIBUNAL, CUM-LABOUR COURT, KANPUR

PRESENT :

Sri R. B. Srivastav.

In the matter of dispute between.

Shri Girish Chand Bhatt.

V/s.

Regional Management State Bank of India, Dehradun.

I.D. No. 192/84

AWARD

The Central Govt. vide its order No. L-12012/8/84-D. II(A) dated 17-7-84 sent the following reference for award.

"Whether the action of the management of State Bank of India, Regional, Dehradun is not absorbing Shri Girish Chand Bhatt as Sub-Staff and terminating his services in May, 1980 is justified? If not, to what relief is the workmen concerned entitled?"

Registered Notices were sent to the workmen to file statement of claim, but despite that none appeared for the workmen. On one date Shri A. L. Airi appeared for workmen and took notice despite that no statement of claim was filed. In the circumstances no claim award is given hereby.

[No. L-12012/8/84-D. II (A)]

R. B. SRIVASTAV, Presiding Officer

New Delhi, the 5th January, 1985

S.O. 227.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi in the industrial dispute between the employers in relation to the management of Citi Bank, N. A., New Delhi and their workmen, which was received by the Central Government on the 28th December, 1984.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW
DELHI

I.D. No. 85/81.

In the matter of dispute between :

Shri Gurdeep Singh S/o Sh. Gursharan Singh,
R/o 1877, Chuna Mandi Paharganj, Delhi.

AND

Narinder Singh Banga.

Through First National City Bank Staff Association

Versus

The Management of City Bank N. A. New Delhi.

APPEARANCES :

Shri S. K. Maini General Secretary,
First National City Banks, Staff Association,
for the workman.

Shri J. K. Mehra Advocate—for the Management.

AWARD

Central Government, Ministry of Labour on 10th July, 1981 vide Order No. L-12012/268/80-D. II. A made reference of the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Citi Bank, N. A. New Delhi in not regularising the services of S/Shri Gurdip Singh and Narinder Singh Banga, Sub-Staff and in terminating their services with effect from 25-8-80 is justified? If not, to what relief are the workmen concerned entitled?"

2. S/Shri Gurdip Singh and Narinder Singh Banga claimed that they worked for the Management of Citi Bank N. A. New Delhi from 17-4-75 to 25-8-80 as Sub-Staff (messenger), both of them have been discharging all the required functions and duties of a regular employee, like any other employees between 9.30 AM to 5.30 PM on week days with one hour lunch break and 9.30 a.m. to 2.00 p.m. on Saturday.

3. They claimed that their functions were of regular employees under the direct control and supervision of the Management, although they were not being treated as regular employees, as their monthly salary bill was being paid by the bank through Mr. Gurbux Singh, husband of the Proprietress of M/s. Lion Carpet Cleaning & Floor Polishing Company.

4. They claimed that they acted under directions and instructions issued from time to time by the Management of Citi Bank and, for all purposes, were discharging their duties under the direct control and supervision of the Management of Citi Bank while carrying dak and other documents for distribution. They claimed that their termination of service with effect from 25-8-80 was unjustified and they claimed reinstatement in service with full back wages and continuity of service, asserting that there was relationship of employer and employee between them and the Management.

5. The Management of Citi Bank contested the claim and pleaded that there was no relationship of Employer and Employee between them and that they were employees of M/s. Lion Carpet Cleaning & Floor Polishing Company and there was no termination of their service by the Management and that there were specific terms of agreement between the Management and M/s. Lion Carpet Cleaning & Floor Polishing Company for carrying out the functions of couriers. The said agreement provided that said M/s. Lion Carpet Cleaning & Floor Polishing Company would discharge the courier service functions and the Management of Citi Bank made payment to Lion Cleaning & Floor Polishing Company for courier services. The first agreement was subsequently renewed extending the arrangement of courier service. Objection was also taken about the espousal of this case by the employees' Union and the dispute being not an Industrial Dispute.

6. The following issues have been framed:

1. As in terms of reference.
2. Whether the claimants were not workmen of the Management.
3. Whether it was wrongly espoused? If not its effect.
4. Whether the dispute is not Industrial dispute?

7. The evidence of the parties has been led and I have perused the written arguments filed by the parties. Other issues in this case need not be examined because my finding is that the relationship of employer and employee does not exist between the parties.

8. The Bank has placed on record the agreement with the Lion Carpet Cleaning Floor Polishing Company and examined Mr. V. K. Malhotra, Assistant Manager and Gurbux Singh husband of the Proprietress of Lion Cleaning & Floor Polishing Company. Both of them deposed that these two persons were never appointed by the Bank and were not employees of the bank. Gurbux Singh asserted that they

were employed by M/s. Lion Carpet Cleaning and Floor Polishing Company because they were close relatives of the Proprietress. He also stated that M/s. Lion Carpet Cleaning & Floor Polishing Company had the contract for shuttling between the two establishments of the bank and as per the contract 14 trips were to be made each day and in case, on any day if any extra trip was arranged they were to be paid for separately. A trip schedule was maintained which the employees of Lion Carpet Cleaning and Floor Polishing Company had to get signed at the end of the day by an officer of the Bank. These persons had no authority to look into the papers or carry any loose sheet and all documents, papers, articles which were to be carried from one office to the other were put into a brief case locked at the one end and they were to be carried to the other office where only an officer of the bank could unlock the brief case and take out the contents.

9. The contract of Lion Carpet Cleaning & Floor Polishing Company was terminated by the Management. The Bank had no power to punish or dismiss any of these two employees if their work was satisfactory, it was for the Lion Carpet Cleaning & Floor Polishing Company to depose nonconcesses in case these persons did not function effectively.

10. Mr. Gurdip Singh in his cross-examination admitted that he never applied for a job with Citi Bank, nor was appointed with the Bank, nor was given any letter of termination. He also admitted that he was drawing Rs. 500 PM and that control and expenses of running his scooter were also paid by his uncle and that similar conditions of service applied to Narinder Singh Banga.

11. The first agreement is upto 30th September, 75 and subsequent renewal show increase in charges for courier service while these persons do not claim any increase in their salary showing thereby that the payments were by the bank had no relation to the salary drawn by the claimants.

12. I am of the clear opinion that these two persons Gurdip Singh and Narinder Singh Banga were employees of M/s. Lion Carpet Cleaning & Floor Polishing Company and not of the Citi Bank N. A. New Delhi and the reference is therefore, incompetent for lack of employer-employee relationship between the parties. The reference is set aside as not competent and the claimants were not entitled to any relief.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

O. P. SINGLA, Presiding Officer

[No. L-12012/268/80-D. II(A)/D. IV (A)]

K. J. D. PRASAD, Desk Officer

December 19, 1984

New Delhi, the 4th January, 1985

S.O. 228.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award to the Industrial Tribunal, No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of Shambhoo Mica Mine, Post Office Jhumritalaiya (Bihar), and their workmen, which was received by the Central Government on the 1st January, 1985.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) DHANBAD.

Reference No. 73 of 1984.

PARTIES:

Employers in relation to the management of Shambhoo Mica Mine and their workmen.

APPEARANCES:

On behalf of the employers: None.

On behalf of workmen: Shri Girdhar Gopal, Advocate

STATE: Bihar

INDUSTRY: Mica Mine

Dhanbad, 28th December, 1984

This is an industrial dispute under S. 10 of the Industrial Disputes Act, 1947. The Central Government by its order No. L-28012(2)/84-D. III(B) dated 18th October, 1984 has referred this dispute to this Tribunal for adjudication with the following schedule :

THE SCHEDULE

"Whether the action of Shri Prasad Narayan Singh, Owner of Shambhoo Mica Mine, Post office Jhumritalaya, District Hazaribagh in stopping Shri Rameshwar Rana, Pump Khalsi, from work with effect from 16-1-1984, without assigning any reason, is justified ? If not, to what relief is the workman concerned entitled ?"

2. The reference was received by this Tribunal on 23-10-84. The union which had raised the dispute did not file the statement of claim, with relevant documents, list of reliance and witnesses with the Tribunal within 15 days of the receipt of the order of reference and also did not forward any copy of the same to the opposite party involved in this dispute. A notice was also issued to the union concerned, but inspite of three adjournments the union did not file the statement of claim, etc. with the Tribunal nor sent any copy to the management and as such, no written statement has been filed on behalf of the management as well. On 27-11-84 again notice was issued to the union for filing their statement of claim, etc. But even then no step was taken on behalf of the union. On 11-12-84 one Shri Girdhar Gopal, Advocate appeared on behalf of the workman and prayed for adjournment for filing the statement of claim, etc. Accordingly the case was adjourned to 20-12-84 for filing the statement of claim, etc. by the workmen. But even on that date nothing was filed on behalf of the workmen and again prayed for adjournment for filing the statement of claim, etc.

3. It is for the sponsoring union to file the statement of claim, etc. within 15 days of the receipt of the order of reference. But the Tribunal took special care to give them notice to comply with the provisions of law in time as the amended rules are new. As the union is taking no step and has not even cared to file the statement of claim, etc. it appears that they have no case and as such the statement of claim, etc. have not been filed by them.

In view of the above, I hold that the action of Shri Prasad Narayan Singh, owner of Shambhoo Mica Mine, Post office Jhumritalaya, District Hazaribagh in stopping Shri Rameshwar Rana, Pump Khalsi from work with effect from 16-1-84 without assigning any reason is justified. Consequently, the concerned workman is entitled to no relief.

This is my award.

I. N. SINHA, Presiding Officer
[No. L-28012(2)/84-D. III. B]

S.O. 229.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jaipur in the industrial dispute between the employers in relation to the management of Shri Jahoor Ahmed, Lime-stone Mine Owner, and their workmen, which was received by the Central Government on the 1st January, 1985.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
RAJASTHAN, JAIPUR

1. Case No. CIT6/1982

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, New Delhi Notification No. L-29011/20/81. D. III B. Dated 26-2-82.

Rashtriya Mazdoor Sangh, Ramganj Mandi (Kota).
...Petitioner.

Vs.

Shri Munshi Ahmed Lime Stone Mine Owner, Peepakhedi,
1355 GI/84—11.

District Kota (Rajasthan).

...Opposite party.

2. Case No. CL-10/82

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, New Delhi Notification No. L-29011/25/81-D. III(B) dated 26-2-82.

Rashtriya Mazdoor Sangh, Ramganj Mandi (Kota)
...Petitioner.

Vs.

Mohmad Irphan Lime Stone Mine's Owner Surera Mazdoor Union, Suket, District Kota. ...Opposite party.

3. Case No. CIT-11/82.

Labour, New Delhi notification No. E-29011/23/81-D. III(B) dated 26-2-82.

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, New Delhi Notification No. L-29011/21/81-D. III(B) dated 26-2-82.

Rashtriya Mazdoor Sangh, Ramganj Mandi (Kota).
...Petitioner.

Vs.

East Suket Sahkari Theka Pasan Udhog Samiti Ltd., Owner's Sarvada Mazdoor Union, District Kota (Rajasthan).
...Opposite party.

4. Case No. CIT-12/82.

REFERENCE :

Under Secretary, Government of India Ministry of Labour, Notification No. L-29011/21/81-D. III(B) dated 26-2-82.

Rashtriya Mazdoor Sangh, Ramganj Mandi (Kota).
...Petitioner.

Vs.

Jahoor Ahmed Lime Stone Mines Owner Peepakhedi Mazdoor Union, Suket, District Kota (Rajasthan).
...Opposite party.

5. Case No. CIT-14/82.

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, New Delhi Notification No. L-29011/22/81-D. III. B dated 26-2-82.

Rashtriya Mazdoor Sangh, Ramganj Mandi (Kota).
...Petitioner.

Vs.

West Suket Cooperative Labour Contractor Society Ltd., Post Office, Suket, District Kota, Rajasthan.
...Opposite party.

PRESENT :

For the Applicant Union.—Shri Jugal Kishore Agarwal.
For the Opposite parties.—Experte.

Date of Award : 11th October, 1983.

AWARD

As the facts are common and so are the points involved in all the above numbered five cases, a common Award is being made.

2. All the five cases relate to the demands of the workers of Lime Mines situated in Suket, District Kota. The union has raised the following demands :—

3. In the statement of claim a case has been set up that the union submitted a demand charter before the owner of

the Mine but there was no favourable response. There were conciliation proceedings in between the workers and the owners of the mines. 12 of the owners of Mines entered into a settlement with the union but so far as the five present cases are concerned, the opposite parties refused to enter into any settlement with the union.

4. Demand No. 1 relates to daily wages at the rate of Rs. 10 per day for unskilled workman and the case of the union is that the Government has already fixed Rs. 9 per day as the minimum wages for an unskilled workman. The industry is an old and established one and the employers are earning huge profits, and, therefore, the concept of fair wages must be made applicable in the present case.

5. The second demand is for stone-cutters and the case of the union is that their wages should be raised to Rs. 12 per 100 square feet of stone cut.

6. The third demand is for only three increments for such of the workmen who are getting less than Rs. 1000 per month. So far as the other workers are concerned, the union claims three grade increments for such of the workmen who are getting less than Rs. 600 per month and two grade increments for the workmen getting more than Rs. 600 per month.

7. The other demands are with regard to the medical treatment for the workmen and his family members, for the Labour colony in the working area, for water supply for the workers living near Mines and the last demand is for confirmation of such of the workmen who have completed six months service or more.

8. In all the cases inspite of notice none appeared for opposite party.

9. On behalf of the union the affidavit of Shri R. G. Gupta, who is Office Secretary and Treasurer of the union has been filed. Copies of the settlement said to have been arrived at with the other Mine Owners have also been filed. I have heard the learned counsel for the applicant Union and have perused the record of the case. It appears from the statement of Shri R. G. Gupta, office Secretary and Treasurer of the Union that the owners of the Mines are earning huge profits and the Mines in the five cases are almost in the same nature as in case of Mines the Owners of which have arrived at a settlement with the workers in respect of their similar demands. After having perused the statement of Shri R. G. Gupta and Ex. 1 to Ex. 16 it appears that the workers who get the same benefits which are being given to the workers of the other Mines the Owners of which have entered into a settlement with the workers. A look at Exhibit-5 will make it clear that during conciliation a settlement was arrived at in between the workers represented by Shri R. G. Gupta, Office Secretary and Treasurer and the Management of the Mine namely Shri Mahboob Ali Patwari, owner of the Lime stone mine. Under the settlement w.e.f. 1st October, 1980 each worker was paid Rs. 8 per day instead of Rs. 7 which was being paid to him earlier. On 107 square feet cutting of stone a worker was to be paid Rs. 10 per day w.e.f. 1-10-80. With effect from October, 1980 each of the worker was given an increment of Rs. 30 in his wages. It was also agreed that the next annual increment shall be payable from October, 1981. It was also decided that as per the necessity of the workers a workers colony shall be constructed at the site of the Mine and drinking water shall also be provided. All those workers who were working for more than six months shall be confirmed.

10. In view of the other settlements arrived at in between the Mines Owners and the worker's Representatives, it appears to be just that the workers in these five cases should also get the same facilities. An ex-parte award in all the five cases with regard to the demands of the workers is passed as follows :—

- (1) Each of the worker working in the five Mines shall be entitled to Rs. 8 per day w.e.f. 1st October, 1980. Such of the workers who are doing stone cutting work shall be paid Rs.10/- for 107 Sq. feet of stone cut by them.

(2) Each of the worker shall get Rs. 30/- more wages w.e.f. 1 October, 1980.

(3) The Mine Owners shall construct a suitable Labour colony at the site of the Mine and also provide drinking water facility.

(4) Such of the workers who have worked for more than six months shall be confirmed.

11. Let this Award be sent to the Central Government for publication under Section 17 (1) of the Act.

MAHENDRA BHUSHAN SHARMA, Presiding Officer

[No. L-29011/(21)/81-D.II.B]

S.O. 230.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jaipur in the industrial dispute between the employers in relation to the management of Shri Munshi Ahmed. Limestone Mine Owner, Pipakheri (Kota) Rajasthan, and their workmen, which was received by the Central Government on the 1st January, 1985.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, RAJASTHAN, JAIPUR.

1. Case No. CIT-6/1982

Reference

Under Secretary, Government of India, Ministry of Labour, New Delhi Notification No. L-29011/20/81-D.III.B, Dated 26-2-82

Rashtriya Mazdoor Sangh, Ramganj Mandi (Kota).

.....Petitioner

Vs.

Shri Munshi Ahmed Lime Stone Mine Owner, Peepakhedi, District Kota (Rajasthan).

..... Opposite party

2. Case No. CI-10/82

Reference

Under Secretary, Government of India, Ministry of Labour, New Delhi Notification No. L-29011/25/81-D.III(B) dated 26-2-82.

Raashtriya Mazdoor Sangh, Ramganj Mandi (Kota)

.....Petitioner

Vs.

Mohmed Irphan Lime Stone Mine's Owner, Surera Mazdoor Union, Suket, District Kota.

.....Opposite Party

3. Case No. CIT-11/82

Reference

Under Secretary, Government of India, Ministry of Labour Delhi notification No. E-29011/23/81-D.III(B) dated 26-2-82

Raashtriya Mazdoor Sangh, Ramganj Mandi (Kota)

.....Petitioner

Vs.

East Suket Sahkari Theka Pasan Udhog Samiti Ltd., Owner's Sarvada Mazdoor Union, District Kota (Raj.)

.....Opposite Party

4. Case No. CIT-12/82

Reference

Under Secretary, Government of India, Ministry of Labour, Notification No. L-29011/21/81-D.III(B) dated 26-2-82.

Raashtriya Mazdoor Sangh, Ramganj Mandi (Kota)

.....Petitioner

Vs.

Jahoor Ahmed Lime Stone Mines Owner Peepakhedi Mazdoor Union, Suket, District Kota (Rajasthan).

.....Opposite Party

5. Case No. CIT-14/82

REFERENCE

Under Secretary, Government of India, Ministry of Labour, New Delhi Notification No. L-29011/22/81-D.III. B dated 26-2-82

Rashtriya Mazdoor Sangh, Ramganj Mandi (Kota)
.....Petitioner

Vs.

West Suket Cooperative Labour Contractor Society Ltd., Post Office, Suket, District Kota, Rajasthan.
.....Opposite Party

PRESENT :

For the Applicant Union—Shri Jugal Kishore Agarwal.
For the Opposite parties—Exparte.

Date of Award : 11th October, 1983.

AWARD

As the facts are common and so are the points involved in all the above numbered five cases, a common Award is being made.

2. All the five cases relate to the demands of the workers of Lime Stone mines situated in Suket, District Kota. The union has raised the following demands.

3. In the statement of claim a case has been set up that the union submitted a demand charter before the owner of the Mine but there was no favourable response. There were conciliation proceedings in between the workers and the owners of the mines. 12 of the owners of Mines entered into a settlement with the union but so far as the five present cases are concerned, the opposite parties refused to enter into any settlement with the union.

4. Demand No. 1 relates to daily wages at the rate of Rs. 10/- per day for unskilled workman and the case of the union is that the Government has already fixed Rs. 9/- per day as the minimum wages for an unskilled workman. The industry is an old and established one and the employers are earning huge profits, and, therefore, the concept of fair wages must be made applicable in the present case.

5. The second demand is for stone-cutters and the case of the union is that their wages should be raised to Rs.12/- per 100 square feet of stone cut.

6. The third demand is for only three increments for such of the workmen who are getting less than Rs. 1000/- per month. So far as the other workers are concerned, the union claims three grade increments for such of the workmen who are getting less than Rs. 600/- per month and two grade increments for the workmen getting more than Rs. 600/- per month.

7. The other demands are with regard to the medical treatment for the workmen and his family members, for the labour colony in the working area, for water supply for the workers living near Mines and the last demand is for confirmation of such of the workmen who have completed six months service or more.

8. In all the cases inspite of notice none appeared for opposite party.

9. On behalf of the union the affidavit of Shri R.G. Gupta, who is Office Secretary and Treasurer of the union has been filed. Copies of the settlement said to have been arrived at with the other Mines Owners have also been filed. I have heard the learned counsel for the applicant. Union and have perused the record of the case. It appears from the statement of Shri R.G. Gupta, office Secretary and Treasurer of the Union that the owners of the Mines are earning huge profits and the Mines in the five cases are almost in the same nature as in case of Mines the Owners of which have arrived at a settlement with the workers in respect of their similar demands. After having

perused the statement of Shri R. G. Gupta and Ex. 1 to Ex-16 it appears that the workers who get the same benefits which are being given to the workers of the other Mines the Owners of which have entered into a settlement with the workers. A look at Exhibit-5 will make it clear that during conciliation a settlement was arrived at in between the workers represented by Shri R. G. Gupta, Office Secretary and Treasurer and the Management of the Mine namely Shri Mahboob Ali Patwari, owner of the Lime stone mine. Under the settlement w.e.f. 1st October, 1980 each worker was paid Rs. 8/- per day instead of Rs. 7 which was being paid to him earlier. On 107 square feet cutting of stone a worker was to be paid Rs. 10/- per day w.e.f. 1-10-80. With effect from October, 1980 each of the worker was given an increment of Rs.30/- in his wages. It was also agreed that the next annual increment shall be payable from October, 1981. It was also decided that as per the necessity of the workers a workers colony shall be constructed at the site of the Mine and drinking water shall also be provided. All those workers who were working for more than six months shall be confirmed.

10. In view of the other settlements arrived at in between the Mines Owners and the worker's Representatives, it appears to be just that the workers in these five cases should also get the same facilities. An ex-parte award in all the five cases with regard to the demands of the workers is passed as follows:—

1. Each of the worker working in the five Mines shall be entitled to Rs. 8/- per day w.e.f. 1st October, 1980. Such of the workers who are doing stone cutting work shall be paid Rs. 10/- for 107 Sq. feet of stone cut by them.

2. Each of the worker shall get Rs. 30/- more wages w.e.f. 1 October, 1980.

3. The Mine Owners shall construct a suitable Labour colony at the site of the Mine and also provide drinking water facility.

4. Such of the workers who have worked for more than six months shall be confirmed.

11. Let this Award be sent to the Central Government for publication under Section 17 (1) of the Act.

MAHENDRA BHUSHAN SHARMA, Presiding Officer
[No. L-29011/21/81-D.III.B.]

S.O. 231.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jaipur, in the industrial dispute between the employers in relation to the management of Messrs West Suket Cooperative Labour Contractor Society Limited, Suket, and their workmen, which was received by the Central Government on the 1st January, 1985.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
RAJASTHAN, JAIPUR

1. Case No. CIT-6/1982

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, New Delhi Notification No. L-29011/20/81, D. III.B. Dated 26-2-82.

Rashtriya Mazdoor Sangh, Ramganj Mandi (Kota).
.....Petitioner

Vs.

Shri Munshi Ahmed Lime Stone Mine Owner, Peepakhedi, District Kota (Rajasthan).
.....Opposite party

2. Case No. CIT-10/82.

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, New Delhi Notification No. L-29011/25/81-D.III(B) dated 26-2-82.

Rashtriya Mazdoor Sangh, Ramganj Mandi (Kota).
.....Petitioner

Vs.

Mohmad Irphan Lime Stone Mine's Owner, Surera Mazdoor Union, Suket, District Kota.Opposite Party

3. Case No. CIT-11/82

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, New Delhi notification No. L-29011/23/81-D.III(B) dated 26-2-82.

Rashtriya Mazdoor Sangh, Ramganj Mandi (Kota).
...Petitioner

Vs.

East Suket Sahkari Theka .Pasan Udhog Samiti Ltd.,
Owner's Sarvada Mazdoor Union, District Kota
(Raj.).
...Opposite party

4. Case No. CIT-12/82

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, Notification No. L-29011/21/81-D.(III)(B) dated 26-2-82.

Rashtriya Mazdoor Sangh, Ramganj Mandi (Kota).
...Petitioner

Vs.

Jahoor Ahmed Lime Stone Mines Owner Peepakhedi
Mazdoor Union, Suket, District Kota (Rajasthan).
...Opposite party

5. Case No. CIT-14/82

REFERENCE :

Under Secretary, Government of India Ministry of Labour, New Delhi, Notification No. L-29011/22/81-D.III. B. dated 26-2-82.

Rashtriya Mazdoor Sangh, Ramganj Mandi (Kota).
...Petitioner

Vs.

West Suket Cooperative Labour Contractor Society
Ltd., Post Office, Suket, District Kota, Rajasthan.
...Opposite party.

PRESENT :

For the Applicant Union : Shri Jugal Kishore Agarwal.

For the Opposite parties : Exparte.

Date of Award : 11th October, 1983.

AWARD

As the facts are common and so are the points involved in all the above numbered five cases, a common Award is being made.

2. All the five cases relate to the demands of the workers of Lime Stone Mines situated in Suket, District Kota. The union has raised the following demands :—

3. In the statement of claim a case has been set up that the union submitted a demand charter before the owner of the Mine but there was no favourable response. There were conciliation proceedings in between the workers and the owners of the mines. 12 of the owners of Mines entered into a settlement with the union but so far as the five present cases are concerned, the opposite parties refused to enter into any settlement with the union.

4. Demand No. 1 relates to daily wages at the rate of Rs. 10 per day for unskilled workman and the case of the union is that the Government has already fixed Rs. 9 per day as the minimum wages for an unskilled workman. The industry is an old and established one and the employers are earning huge profits, and, therefore, the concept of fair wages must be made applicable in the present case.

5. The second demand is for stone-cutters and the case of the union is that their wages should be raised to Rs. 12 per 100 square feet of stone cut.

6. The third demand is for only three increments for such of the workmen who are getting less than Rs. 1000 per month. So far as the other workers are concerned, the

union claims three grade increments for such of the workmen who are getting less than Rs. 600 per month and two grade increments for the workmen getting more than Rs. 600 per month.

7. The other demands are with regard to the medical treatment for the workmen and his family members, for the labour colony in the working area, for water supply for the workers living near Mines and the last demand is for confirmation of such of the workmen who have completed six months service or more.

8. In all the cases inspite of notice none appeared for opposite party.

9. On behalf of the union the affidavit of Shri R. G. Gupta, who is Office Secretary and Treasurer of the union has been filed. Copies of the settlement said to have been arrived at with the other Mine Owners have also been filed. I have heard the learned counsel for the applicant Union and have perused the record of the case. It appears from the statement of Shri R. G. Gupta, office Secretary and Treasurer of the Union that the owners of the Mines are earning huge profits and the Mines in the five cases are almost in the same nature as in case of Mines the Owners of which have arrived at a settlement with the workers in respect of their similar demands. After having perused the statement of Shri R. G. Gupta and Ex. 1 to Ex. 16 it appears that the workers who get the same benefits which are being given to the workers of the other Mines the Owners of which have entered into a settlement with the workers. A look at Exhibit-5 will make it clear that during conciliation a settlement was arrived at in between the workers represented by Shri R. G. Gupta, Office Secretary and Treasurer and the Management of the Mine namely Shri Mahboob Ali Patwari, owner of the Lime stone mine. Under the settlement w.e.f. 1st October, 1980 each worker was paid Rs. 8 per day instead of Rs. 7 which was being paid to him earlier. On 107 square feet cutting of stone a worker was to be paid Rs. 10 per day w.e.f. 1-10-80. With effect from October, 1980 each of the worker was given an increment of Rs. 30 in his wages. It was also agreed that the next annual increment shall be payable from October, 1981. It was also decided that as per the necessity of the workers a workers colony shall be constructed at the site of the Mine and drinking water shall also be provided. All those workers who were working for more than six months shall be confirmed.

10. In view of the other settlements arrived at in between the Mines Owners and the worker's Representatives, it appears to be just that the workers in those five cases should also get the same facilities. An ex-parte award in all the five cases with regard to the demands of the workers is passed as follows :—

1. Each of the worker working in the five Mines shall be entitled to Rs. 8 per day w.e.f. 1st October, 1980. Such of the workers who are doing stone cutting work shall be paid Rs. 10 for 107 Sq. feet of stone cut by them.

2. Each of the worker shall get Rs. 30 more wages w.e.f. October, 1980.

3. The Mine Owners shall construct a suitable labour colony at the site of the Mine and also provide drinking water facility.

4. Such of the workers who have worked for more than six months shall be confirmed.

11. Let this award be sent to the Central Government for publication under Section 17(1) of the Act.

MAHENDRA BHUSHAN SHARMA, Presiding Officer,

[No. L-29011/22/81-D.III.B.]

New Delhi, the 5th January, 1985

S.O. 232.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jaipur in the industrial dispute between the employers in relation to the management of M/s. East Suket Sahakari Theka Pashan Udyog Samiti Ltd. Limestone Mine Owners, Sahravado, Mir : Suket, District Kota (Rajasthan) and their workmen, which was received by the Central Government on the 1st January, 1985.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
RAJASTHAN, JAIPUR**

1. Case No. CIT 6/1982

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, New Delhi Notification No. L-29011/20/81-D.III.B. Dated 26-2-82.

Rashtriya Mazdoor Sangh, Ramganjmandi (Kota).
...Petitioner

Shri Munshi Ahmed Lime Stone Mine Owner, Peepakhedi, District Kota (Rajasthan).
...Opposite party

2. Case No. CIT-10/82.

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, New Delhi Notification No. L-29011/25/81-D.III(B) dated 26-2-82.

Rashtriya Mazdoor, Sangh, Ramganj Mandi (Kota).
...Petitioner

Vs.

Mohmad Irphan Lime Stone Mine's Owner, Surera Mazdoor Union, Suket, District Kota.
...Opposite party

3. Case No. CIT-11/82

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, New Delhi Notification No. L-29011/23/81-D.III(B) dated 26-2-82.

Rashtriya Mazdoor, Sangh, Ramganj Mandi (Kota).
...Petitioner

Vs.

East Suket Sahkari Theka Pashan Udyog Samiti Ltd., Owner's Sarvada Mazdoor Union, District Kota (Raj.)
...Opposite party

4. Case No. CIT-12/82

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, Notification No. L-29011/21/81-D.III(B), dated 26-2-82.

Rashtriya Mazdoor, Sangh, Ramganj Mandi (Kota).
...Petitioner

Vs.

Jahoor Ahmed Lime Stone Mines Owner Peepakhedi Mazdoor Union, Suket, District Kota (Rajasthan).
...Opposite party

5. Case No. CIT-14/82

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, New Delhi Notification No. L-29011/22/81-D.III.B dated 26-2-82.

Rashtriya Mazdoor, Sangh, Ramganj Mandi (Kota).

...Petitioner

Vs.

West Suket Cooperative Labour Contractor Society Ltd., Post Office, Suket, District Kota, Rajasthan.
...Opposite party

PRESENT :

For the Applicant Union : Shri Jugal Kishore Agarwal.

For the Opposite parties : Ex parte.

Date of Award : 11th October, 1983.

AWARD

As the facts are common and so are the points involved in all the above numbered five cases, a common Award is being made.

2. All the five cases relate to the demands of the workers of Lime Stone Mines situated in Suket, District Kota. The union has raised the following demands :—

3. In the statement of claim a case has been set up that the union submitted a demand charter before the owner of the Mine but there was no favourable response. There were conciliation proceedings in between the workers and the owners of the mines. 12 of the owners of Mines entered into a settlement with the union but so far as the five present cases are concerned, the opposite parties refused to enter into any settlement with the union.

4. Demand No. 1 relate to daily wages at the rate of Rs. 10 per day for unskilled workman and the case of the union is that the Government has already fixed Rs. 9 per day as the minimum wages for an unskilled workman. The industry is an old and established one and the employers are earning huge profits, and, therefore, the concept of fair wages must be made applicable in the present case.

5. The second demand is for stone-cutters and the case of the union is that their wages should be raised to Rs. 12 per 100 square feet of stone cut.

6. The third demand is for only three increments for such of the workmen who are getting less than Rs. 1000 per month. So far as the other workers are concerned, the union three grade increments for such of the workmen who are getting less than Rs. 600 per month and two grade increments for the workmen getting more than Rs. 600 per month.

7. The other demands are with regard to the medical treatment for the workmen and his family members, for the labour colony in the working area, for water supply for the workers living near Mines and the last demand is for confirmation of such of the workmen who have completed six months service or more.

8. In all the case inspite of notice none appeared for opposite party.

9. On behalf of the union the affidavit of Shri R. G. Gupta, who is Office Secretary and Treasurer of the union has been filed. Copies of the settlement said to have been arrived at with the other Mine Owners have also been filed. I have heard the learned counsel for the applicant Union and have perused the record of the case. It appears from the statement of Shri R. G. Gupta, Office Secretary and Treasurer of the Union that the owners of the Mines are earning huge profits and the Mines in the five cases are almost in the same nature as in case of Mines the Owners of which have arrived at a settlement with the workers in respect of their similar demands. After having perused the statement of Shri R. G. Gupta and Ex. 1 to Ex. 16 it appears that the workers who get the same benefits which are being given to the workers of the other Mines the Owners of which have entered into a settlement with the workers. A look at Exhibit-5 will make it clear that during conciliation a settlement was arrived at in between the workers represented by Shri R. G. Gupta, Office Secretary and Treasurer and the Management of the Mine namely Shri Mahboob Ali Patwari, owner of the Lime Stone mine.

Under the settlement w.e.f. 1st October, 1980 each worker was paid Rs. 8 per day instead of Rs. 7 which was being paid to him earlier. On 107 square feet cutting of stone a worker was to be paid Rs. 10 per day w.e.f. 1-10-80. With effect from October, 1980 each of the worker was given an increment of Rs. 30 in his wages. It was also agreed that the next annual increment shall be payable from October, 1981. It was also decided that as per the necessity of the workers a workers colony shall be constructed the site of the Mine and drinking water shall also be provided. All those workers who were working for more than six months shall be confirmed.

10. In view of the other settlement arrived at in between the Mines Owners and the worker's Representatives, it appears to be just that the workers in these five cases should also get the same facilities. An ex-parte award in all the five cases with regard to the demands of the workers is passed as follows :—

1. Each of the worker working in the five Mines shall be entitled to Rs. 8 per day w.e.f. 1st October, 1980. Such of the workers who are doing stone cutting work shall be paid Rs. 10 for 107 Sq. feet of stone cut by them.
2. Each of the worker shall get Rs. 30 more wages w.e.f. October, 1980.
3. The Mine Owners shall construct a suitable Labour colony at the site of the Mine and also provide drinking water facility.
4. Such of the workers who have worked for more than six months shall be confirmed.

11. Let this Award be sent to the Central Government for publication under Section 17(1) of the Act.

Sd/-

MAHENDRA BHUSHAN SHARMA, Presiding Officer,

[No. L-29011(20)/81-D.III.B.]

New Delhi, the 7th January, 1985

S.O. 233.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jaipur in the industries dispute between the employers in relation to the management of Messrs R. B. Seth Moolchand Nemichand (P) Ltd., and their workmen, which was received by the Central Government on the 1st January, 1985.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JAIPUR

Case No. C.I.T. 10/81.

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, New Delhi Order No. L-29012/11/81. D. III. B dated 30th June, 1981.

In the matter of an Industrial Dispute.

BETWEEN

Shri Jaggu Hazari represented by the Secretary, Khan Mazdoor Congress, Bhilwara.

AND

M/s. R. B. Seth Moolchand Nemi Chand (P) Ltd., P. O. Mandal District Bhilwara.

PRESENT :

For the Union.—None.

For the Management.—Shri D. N. Sharma.

Date of Award : 4th January, 1984

AWARD

None is putting appearance on behalf of the worker Shri Jaggu Hazari. It appears that the parties have arrived at a settlement which has been filed by Shri D. N. Sharma, for the Management today. Along with the application wherein it has been prayed that the case may be closed as the parties do not desire to contest the case further, a receipt for Rs. 650 paid to Shri Jaggu has also been filed.

2. In view of the joint application moved on behalf of the Secretary, Khan Mazdoor Congress, Bhilwara who espouse the cause of the worker and the company, it appears that there is no longer any dispute subsisting between the parties. Shri Jaggu has settled his claim after taking payment of Rs. 650.

3. A no dispute Award is therefore, passed which will be sent to the Central Government for publication.

MAHENDRA BHUSHAN SHARMA, Presiding Officer

[No. L-29012/11/81-D. III(B)]

New Delhi, the 7th January, 1985

S.O. 234.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jaipur in the industrial dispute between the employers in relation to the management of Kolihaan Copper Mines of Hindustan Copper Limited, and their workmen, which was received by the Central Government on the 1st January, 1985.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JAIPUR

Case No. CIT-29/82

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, New Delhi Order No. L-43012(7)/81-D.III (B) dated 3-8-82.

In the matter of an Industrial Dispute

BETWEEN

Shri Mahaveer Prasad Soni S/o Shri Girdhari Lal Soni Resident of Ward No. 4, P.O. Khetri Nagar, District Jhunjhunu.

AND

The General Manager, Hindustan Copper Limited, Khetri Copper Complex, Khetri Nagar.

PRESENT :

For the Worker—Shri P. K. Sharma.

For the Management—Shri Manoj Sharma.

Date of Award—21st January, 1984

AWARD

The Government of India has referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the management of Kolihaan Copper Mines of Hindustan Copper Limited, Khetri Nagar, (Jhunjhunu) in dismissing Shri M. P. Soni Helper Mechanic with effect from 5-7-76 is justified. If not, to what relief is the workmen entitled?"

2. At the outset it may be stated here that the domestic enquiry held in the alleged misconduct of Shri M. P. Soni was not held to be fair on the ground that no proper opportunity was given to him to lead his defence. Thereafter opportunity was granted to employer to prove the charges against Shri Soni who too was given the opportunity to rebut the evidence.

3. Shri M. P. Soni was a Helper Mechanic in the Kolihaan Copper Mines of Hindustan Copper Limited, Khetri Nagar, the opposite party. He was working as such since April

11th 1967. According to him he was an active member of the union and as such became an eyesore for some of the officers of the opposite party. He was served with a charge-sheet on April 5th 1975 and the charges were baseless and false and of vindictive nature. As a matter of fact he was on leave on April 5th 1975, the day it is alleged that he committed a misconduct and misbehaved with Shri Rawat in the matter of his pending leave case. It is further the case that some references were pending before this tribunal and Shri Soni filed a complaint under section 33-A of the Industrial Disputes Act, 1947 (for short the Act hereinafter) but the High Court held that the application was not maintainable.

4. The opposite party in its reply has said that Shri Soni committed a serious misconduct and that his work was not satisfactory and many a times he was warned and was also awarded a punishment of suspension for unauthorised absence. It is further said that no officer was ever biased with him and such an allegation has been made for the first time. To the knowledge of the management Shri Soni was never a unionist. According to the opposite party the charge was clearly established against Shri Soni.

5. As already stated earlier the enquiry was held in this tribunal and the question is as to whether the charges stand proved against Shri Soni or not. The charge against Shri Soni is as under :—

“that on 5-4-75 at about 12.00 noon you entered the office room of the Personnel Officer (KCM) at Central Office and begin to argue with him in connection with a leave case and subsequently misbehaved with him using abusive language (saying Bhanchod). You also threatened him with dire consequences, if the case was not sorted out immediately.”

6. The Personnel Officer Shri Rawat has not been examined on behalf of the opposite party and he has left his service. The opposite party has examined two witnesses namely Shri S. K. Mehrotra and Shri Raj Kumar. Shri Soni has examined himself and has also examined Shri Chandra Bhan Sharma and Shri S. N. Sharma.

7. I have heard the learned counsel for the parties and have perused the case. The question as already stated earlier is as to whether the charge is proved against Shri M. P. Soni or not ?

8. Shri S. K. Mehrotra was Labour Welfare Officer in the year 1975 and was working in Kolihan Copper complex. Presently he is a Senior Personnel Officer and states that on 5-4-75 at about 12.00 noon Shri Soni entered chamber of Personnel Officer Shri K. K. Rawat and enquired from him in his presence about some leave case. Shri Rawat told him that his leave case cannot be sanctioned and for which he has been told number of times. No sooner Shri Rawat said so Shri Soni abused him. The abuse hurled is contained in the statement of Shri Mehrotra and has been given in the charge also. It is no use giving it here. It is also stated that Shri Soni also gave out that leave cases of all others are settled but his case is not being settled. He also stated that Shri Soni gave out that if his leave case will not be settled he will see Shri Rawat and that he would have to suffer dire consequences. In cross examination Mr. Mehrotra is unable to say as to whether on 5-4-75 Shri Soni was on leave. He states that Shri Soni entered the room of Shri Rawat on that day. He states that he was sitting with Mr. Rawat, and Shri Raj Kumar, Section Officer was also sitting. He states that no sooner Shri Soni entered the room of Shri Rawat he abused Shri Rawat, Shri Raj Kumar has supported him. He said that he too was sitting there.

9. The contention of Mr. Sharma learned counsel for the opposite party is that from these two statements, notwithstanding the fact that Shri Rawat has not been examined and could not be examined, the charge against Shri Soni is proved. Mr. P. K. Sharma representing the worker on the other hand submits that in the absence of Shri Rawat the charge cannot be said to be established. He also submits that there is contradiction between the two witnesses as to when the abuses were actually hurled by Shri Soni. He submits that a look at the charge-sheet will make it clear

that the charge is not that Shri Soni abused Shri Rawat but is that he just used an offensive language and said as to why when the leave cases of others are being settled, his leave case is not being settled. It is also contended by him that the best evidence as to whether Shri Soni was on leave on 5-4-75 or was on duty would have been the attendance register which has not been produced. According to him, Mr. Soni was on leave on that day and therefore, no occasion was there for Mr. Soni to come to the office that day, entered the office of Shri Rawat and behaved in the manner alleged by the opposite party. It is also contended by him that Shri Soni in his affidavit has clearly stated that no leave case was pending and therefore, the very cause for which Shri Soni is said to have been gone to the office room of Shri Rawat does not survive and therefore, the case is not made out and the charge does not stand proved. Lastly Mr. Sharma for Mr. Soni contends that Mr. Soni was an employee for the last many years. He has lost his son and is out of employment for so many years and for this incident the punishment of removal from service is too high a punishment and it is fit case in which even if the tribunal holds this charge to be proved, a punishment in consonance with the charge should be awarded and to that extent the punishment inflicted on Shri Soni be modified. Mr. Manoj Sharma, for the opposite party contends that the previous record of Shri Soni was such that no leniency should be shown to him so far as the punishment is concerned, he misbehaved Shri Rawat abused him and therefore, the punishment which has been inflicted on him is the correct punishment. A controversy has been raised as to whether the record of the domestic enquiry including the statement of Shri Rawat which has been proved in this enquiry also is the 'material on record' under section 11 of the Act and this Tribunal is bound to see that record also. I have held earlier that the enquiry was not fair and an opportunity was given to the employer as well as the worker to lead the evidence, to the employer to prove the charge and to the worker to rebut it. The employer has examined only two witnesses and has not examined Shri Rawat. After having enquired the matter myself, I am of the opinion that the statement of Shri Rawat recorded in the domestic enquiry, which has been held not to be fair, should not be looked into. But the question is as to whether even in the absence of Shri Rawat the charge can be said to be established. Shri S. K. Mehrotra is the Senior officer of the company. Presently he is the senior Personnel Officer and in the year 1975 he was Labour Welfare Officer in the opposite party where Shri Soni was posted. He had stated that he was present in the room of Shri Rawat when Shri Soni entered. There is not even a suggestion in the statement of Shri Mehrotra as to why he is against Shri Soni. Human nature is to speak truth unless there are some circumstances for him to implicate somebody falsely. Shri Mehrotra and Shri Raj Kumar both have stated that they were present and Shri Soni entered the room of Shri Rawat and said that why his leave case is being decided when the cases of others are being decided. Though there is no material on record that the leave case was actually pending but it can be said that Shri Soni did enter the office of Shri Rawat. He was agitated because the pendency of leave case effects the salary of that period, unless the leave is sanctioned the salary of that period is not payable. It may even entail break in service in some cases. I have said earlier that the statement of Shri Rawat cannot be read so far as the charge is concerned, but if that statement is looked into, it will appear from the cross examination that it was suggested to him that Shri Soni had entered into his room without his permission. A plea that Shri Soni was on leave on that day does not appear to have been put to him. Be that as it may. Only on the ground that there are some contradictions in the statement of Shri Mehrotra and Raj Kumar with regard to the sequence as to where the abuse was hurled first or afterwards, I am not satisfied that the statement should be disbelieved. As already stated earlier that there is no reason as to why these two witnesses will falsely implicate Shri Soni, if the incident would have not taken place. Shri Soni in his statement has no doubt denied the incident and has stated that he was on leave on that day, but even if one is on leave one can still visit the office for settlement of some matters which may be pending in relation to his service such as leave case etc. Shri Soni even in his statement had not said a word as to why Shri Mehrotra and Shri Raj Kumar have deposed against him. He has simply made a general statement that because of union activities Shri Rawat falsely levelled the charge against him. Why the charge with regard to misconduct with Shri Rawat should

be levelled and why Shri Raj Kumar and Shri Mehrotra deposed in favour of the charge. The mere allegations of victimisation is not sufficient. There must be pleading and proof to that effect. Shri Soni had also examined Shri S. N. Sharma and Shri Chandra Bhan Sharma. Shri C. B. Sharma does not say that the incident did not take place. He has stated that he was called by Shri Rawat and Shri Rawat asked him as to whether Shri Soni was present on 5th April '75 or not. He replied after going through the record that he was absent. At this Shri Rawat said that he should be marked present but he showed his inability. Such a witness to my mind can hardly be relied upon. Shri S. N. Sharma has also stated that he was asked by Shri Rawat to depose against Shri Soni with regard to the misconduct with him. But he refused on the ground that he had not seen Shri Soni on that day. I am not going to place reliance on such a witness. He too does not state that the incident did not take place.

10. Thus inspite of the fact that Shri Rawat has not been produced I hold that the incident did take place.

11. I have already reproduced the charge sheet above. It appears that Shri Soni used a bad word, 'an abusive word. Shri Soni was a Helper for last many years. Some of his leave case as per the employer was pending which was not being settled. He went to Shri Rawat, used a word and does not appear to have abused Shri Rawat, he only addressed that word, he only said that word loudly, he did threaten Shri Rawat that he will suffer with dire consequences in case his leave case is not decided, but did not follow the threat as is not the case of the employer that thereafter Shri Soni did implemented his threat. Thus for a man who was in service for so many years who afterwards lost his son I think the penalty of dismissal from service is excessive and disproportionate, more so where there is no charge of misconduct prior to that and the warnings earlier were only with regard to his absence from duty. I am, therefore, of the opinion that the dismissal from service is too severe a punishment in the facts and circumstances of this case and more so even on humanitarian grounds when now Shri Soni has lost his son.

12. I therefore, with hold the charge proved but I am of the opinion that the punishment is severe. I will, therefore, inflict a punishment of stoppage of two annual grade increments with cumulative effect and will also order that Shri Soni shall only get 25% of wages from the date of dismissal till today along with reinstatement in service with all benefits to which he may entitled under Rules. If the arrears of wages which have been awarded to him are not paid to him within 30 days of the publication of this award Shri Soni will get 9% interest per annum on the wages.

13. Let the Award be sent to the Central Government for publication under section 17(1) of the Act.

MAHENDRA BHUSHAN SHARMA, Presiding Officer

[No. L-43012(7)/81-D.III (B)]

S.O. 235.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jaipur in the industrial dispute between the employers in relation to the management of Bajarang Mines, and their workmen, which was received by the Central Government on the 1st January, 1985.

केन्द्रिय औद्योगिक न्यायाधिकरण, जयपुर

केस नं० सी० आई० टी० 12/1981

केन्द्र सरकार श्रम मंत्रालय की अधिसूचना सं. एल. 29012/10/81-डी. III (बी) दिनांक 18-8-1981

जनरल सैक्रेटरी, खान मजदूर यूनियन, टी. एल. यू. बिल्डिंग
व्यावर । प्राप्ति

बनाम

श्री सत्य मारायण माथुर, मार्टिन्स ओनर आफ बजरंग मार्टिन्स, गुप्ता
गली, व्यावर । अप्राप्ति

उपस्थिति

मंच की ओर से : कोई हाजिर नहीं
नियोजक की ओर से : श्री मनोज शर्मा
दिनांक अर्वाइ : 1-4-83

अर्वाइ

केन्द्र सरकार ने निम्नलिखित विवाद इस न्यायधिकरण को वास्ते
निपटारा अपनी अधिसूचना सं. एल. 29012/10/81-डी. III (बी)
दिनांक 18-8-81 के द्वारा औद्योगिक विवाद अधिनियम की धारा 10(1)
के अन्तर्गत रखा है :—

“Whether the action of the management of M/s. Bajarang Mines, Jawaja, Rajasthan in terminating the services of Shri Ram Singh Mate, Smt. Gaiindi, wife of Shri Ram Singh, Smt Ganga daughter of Shri Ram Singh is justified ? If not, to what reliefs the workmen are entitled to.”

श्री मनोज शर्मा विपक्षी की ओर से उपस्थित हैं। यूनियन की ओर से कोई हाजिर नहीं है इस मामले में दिनांक 16-12-82 को यूनियन की ओर से कहा गया था कि सम्बन्धित कर्मचारी की मृत्यु हो चुकी है और उसके लीगल हेयर बनाना चाहते हैं इसके लिए 2 अवसर दिये गये आज भी यूनियन की ओर से कोई हाजिर नहीं है कोई लीगल हेयर बनाने का आवेदन भी प्रस्तुत नहीं किया गया है इससे स्पष्ट है कि यूनियन अब इस मामले को आगे बनाने में कोई रुचि नहीं रखती है इसी बजह से कोई लीगल हेयर नहीं बनाया गया है और आज भी कोई हाजिर नहीं है। अतः यूनियन द्वारा इस मामले में कोई रुचि नहीं लेने से इस केस में तो डिस्पूट अर्वाइ पाम किया जाता है जो भारत सरकार को वास्ते प्रकाशन प्रस्तुत किया जावे।

[नं. एल-29012(10)/81-डी-III (बी)]

महेंद्र भूषण शर्मा, न्यायाधीश

S.O. 236.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jaipur, in the industrial dispute between the employers in relation to the management of Shri Mohammed Irfan, Limestone Mine Owner, and their workmen, which was received by the Central Government on the 1st January, 1985.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
RAJASTHAN, JAIPUR.

1. Case No. CIT-6/1982

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, New Delhi Notification No. L-29011/20/81-D.III.B. Dated 26-2-82

Rashtriya Mazdoor Sang. Ramganjmandi (Kota)
Petitioner

Vs.

Shri Munshi Ahmed Lime Stone Mine Owner, Peepa-khed, District Kota (Rajasthan). . . Opposite party

2. Case No. CI-10/82

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, New Delhi Notification No. L-29011/25/81-D.III (B) dated 26-2-82.

Rashtriya Mazdoor Sang. Ramganjmandi (Kota)
Petitioner

Vs.

Mohmad Irphan Lime Stone Mine's Owners, Surera Mazdoor Union, Suket, District Kota. . . Opposite Party

3. Case No. CIT-11/82

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, New Delhi notification No. E-29011/23/81-D.III (B) dated 26-2-82

Rashtriya Mazdoor Sang, Ramganjmandi (Kota)
Petitioner

Vs.

East Suket Sahkari Theka Pasan Udhog Samiti Ltd.,
Owner's Sarvada Mazdoor Union, District Kota
(Raj). Opposite party

4. Case No. CIT-12/82

REFERENCE :

Under Secretary, Government of India, Ministry of Labour, Notification No. L-29011/21/81-D.III (B) dated 26-2-82.

Rashtriya Mazdoor Sang, Ramganjmandi (Kota)
Petitioner

Vs.

Jahoor Ahmed Lime Stone Mines Owner Peepakhedi
Mazdoor Union, Suket, District Kota (Raasthan)...
.....Opposite party

5. Case No. CIT-14/82

REFERENCE :

Under Secretary, Government India, Ministry of Labour,
New Delhi Notification No. L-29011/22/81-D.III. B
dated 26-2-82.

Rashtriya Mazdoor Sang, Ramganjmandi (Kota)
Petitioner

Vs.

West Suket Cooperative Labour Contractor, Society Ltd.,
Post Office, Suket, District Kota, Rajasthan.
Opposite party.

PRESENT

For the Applicant Union : Shri Jugal Kishore Agarwal.

For the Opposite Parties : Exparte.

Date of Award : 11th October, 1983.

AWARD

As the facts are common and so are the points involved in all the above numbered five cases, a common Award is being made.

2. All the five cases relate to the demands of the workers of Lime Stone Mines situated in Suket, District Kota. The union has raised the following demands:—

3. In the statement of claim a case has been set up that the union submitted a demand charter before the owner of the Mine but there was no favourable response. There were conciliation proceedings in between the workers and the owners of the mines. 12 of the owners of Mines entered into a settlement with the union but so far as the five present cases are concerned, the opposite parties refused to enter into any settlement with the union.

4. Demand No. 1 relates to daily wages at the rate of Rs. 10/- per day for unskilled workman and the case of the union is that the Government has already fixed Rs. 9/- per day as the minimum wages for an unskilled workman. The industry is an old and established one and the employers are earning huge profits, and, therefore, the concept of fair wages must be made applicable in the present case.

5. The second demand is for stone-cutters and the case of the union is that their wages should be raised to Rs. 12 per 100 square feet of stone cut.

6. The third demand is for only three increments for such of the workmen who are getting less than Rs. 1000/- per month. So far as the other workers are concerned, the union claims three grade increments for such of the workmen who are getting less than Rs. 600/- per month and two grade increments for the workmen getting more than Rs. 600/- per month.

7. The other demands are with regard to the medical treatment for the workmen and his family members, for the labour colony in the working area, for water supply for the workers living near Mines and the last demand is for confirmation of such of the workmen who have completed six months service or more.

8. In all the cases in spite of notice none appeared for opposite party.

9. On behalf of the union the affidavit of Shri R. G. Gupta, who is Office Secretary and Treasurer of the union has been filed. Copies of the settlement said to have been arrived at with the other Mines Owners have also been filed. I have heard the learned counsel for the applicant Union and have perused the record of the case. It appears from the statement of Shri R.G. Gupta, office Secretary and Treasurer of the Union that the owners of the Mines are earning huge profits and the Mines in the five cases are almost in the same nature as in case of Mines the Owners of which have arrived at a settlement with the workers in respect of their similar demands. After having perused the statement of Shri R.G. Gupta and Ex. 1 to Ex-16 it appears that the workers who get the same benefits which are being given to the workers of the other Mines the Owners of which have entered into a settlement with the workers. A look at Exhibit-5 will make it clear that during conciliation a settlement was arrived at in between the workers represented by Shri R.G. Gupta, Office Secretary and Treasurer and the Management of the Mine namely Shri Mahboob Ali Patwari, owner of the Lime stone mine. Under the settlement w.e.f. 1st October, 1980 each worker was paid Rs. 8 per day instead of Rs. 7 which was being paid to him earlier. On 107 square feet cutting of stone a worker was to be paid Rs. 10/- per day w.e.f. 1-10-80. With effect from October, 1980 each of the worker was given an increment of Rs. 30/- in his wages. It was also agreed that the next annual increment shall be payable from October 1981. It was also decided that as per the necessity of the workers a workers colony shall be constructed at the site of the mine and drinking water shall also be provided. All those workers who were working for more than six months shall be confirmed.

10. In view of the other settlements arrived at in between the Mines Owners and the worker's Representatives it appears to be just that the workers in these five cases should also get the same facilities. An ex-parte award in all the five cases with regard to the demands of the workers is passed as follows:—

1. Each of the worker working in the five Mines shall be entitled to Rs. 8/- per day w.e.f. 1st October, 1980. Such of the workers who are doing stone cutting work shall be paid Rs. 10/- for 107 Sq. feet of stone cut by them.

2. Each of the worker shall get Rs. 30/- more wages w.e.f. 1 October, 1980.

3. The Mine Owners shall construct a suitable Labour colony at the site of the Mine and also provide drinking water facility.

4. Such of the workers who have worked for more than six months shall be confirmed.

11. Let this Award be sent to the Central Government for publication under Section 17 (1) of the Act.

MAHENDRA BHUSHAN SHARMA, Presiding Officer

[No. L-29011 (25)/81-D.III.B]

S.O. 237.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of Diamond Mining Project, Panna, (M.P.), and their workmen, which was received by the Central Government on the 31st December, 1984.

BEFORE JUSTICE SHRI K. K. DUBE, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(1) of 1983

PARTIES :

Employers in relation to the management of Diamond Mining Project, Panna and their workman, Shri Amar Singh, Daftry, represented through the General Secretary, Hira Khani Mazdoor Sanstha, Majhgaon, Panna (M.P.)

APPEARANCES :

For Workman—Shri R. K. Gupta, Advocate.

For Management—Shri P.S. Nair, Advocate.

INDUSTRY : Diamond Mining DISTRICT : Panna (M.P.)

AWARD

Dated, December 20, 1984.

The Central Government in exercise of its powers conferred under Sec. 10 of the Industrial Dispute Act, 1947, referred the following dispute, for adjudication, vide Notification No. L. 29012/19/81-D. III(B) Dated 30th December, 1982 :—

“Whether the action of the management of Diamond Mining Project, Panna (M.P.) in recording the date of birth of Shri Amar Singh Daftry as 4th August, 1923 and consequently retiring him from service on 31-8-81 is justified. If not, to what relief is the workman entitled ?”

2. The dispute here is about the date of birth. According to the management, the workman, Shri Amar Singh, reached the age of superannuation on 31-8-1981 and accordingly was retired with effect from that date. However, the workman contends that his real date of birth is 4th of August, 1928 and therefore, he should not have been retired before August, 1983. The workman has also raised a legal issue that since no age of superannuation was provided at the time of entry into service, a retirement age could not now be unilaterally imposed on him. According to him, when he joined the establishment, there was no stipulation as regards the retiring age. The Standing Orders which lay down the superannuating age as 58 years, came into force with effect from 1965 and therefore, would not govern his case but would govern the service conditions of the employees prospectively. I have, therefore, to decide these two issues in this case.

3. According to the management, the workman was appointed as a Peon on 22nd of September, 1959. He was transferred to Panna Diamond Project on 22-4-1960. After joining at Panna, his service particulars were taken and according to the information submitted by the workman, he gave out his date of birth as 4th of August, 1923. This was entered in his service book. When a workman reached the age of 55 years, it was the practice that he was sent for medical examination for a certification that he continues to be fit to be continued in service. He was thus sent for medical examination, for extension of his service in 1978. He was found medically fit and thus he had been continued for 3 more years and retired in 1981.

4. The doctor who was supposed to have certified his fitness, also declared that the workman was 36 years only on 26-4-1961. This in fact has provided a basis for raising this dispute.

5. I have two points to decide in this case. First, whether by virtue of introduction of retiring age in the

Standing Orders, Shri Amar Singh would be bound by it despite the fact that when he had joined there was no retiring age prescribed, and secondly as to what is the correct date of birth of Shri Amar Singh ? Is it 4-8-1923 as recorded in his service book or whether any reliance can be placed on the doctor who issued a certificate that on 24-6-1961, Amar Singh was only 36 years of age ?

6. When Shri Amar Singh joined the service in about the year 1959, there were no Standing Orders providing for a retiring age. The management contends that there were service rules which governed the service conditions of the workman and the service rules have been produced before me and therefore, I have only to consider the effect of introduction of the Standing Orders in about the year 1965 which undoubtedly provided a retiring age of 58 years.

7. It is undisputed that these Standing Orders are Certified Standing Orders under the Industrial Employment (Standing Orders) Act 1946 (hereinafter called the Act). The Act was passed with the object of bringing a uniformity in the service conditions of the employees. It was not intended that there should be different conditions of service for those who are employed before and those employed after the Standing Orders came into force. The Standing Orders equally bind all the employees. It is permissible to amend the service conditions by altering the Standing Orders. The Standing Orders have a statutory force and it cannot be said that the workman who was employed earlier before passing of such Standing Orders, had a vested right to serve indefinitely which could not be taken away by enforcing the Standing Orders subsequently. Such a change could always be brought about by legislation and these Standing Orders have the statutory force. Therefore, I do not agree with the contention that the Standing Orders thus brought into force in the year 1965 were ineffective, to produce a change in the retiring age of Shri Amar Singh on the ground that when he joined the establishment earlier, such a condition did not exist. The Standing Orders of the establishment show that they apply to all the workmen equally. The saving clause 48 of the Standing Orders only provides that the Standing Orders shall not operate in derogation of any law or to the prejudice of any right under a written contract of service, settlement or Award for the time being in force nor shall any agreement between the employer and the workmen prejudicially affect the rights of the workman under the Standing Orders. The saving clause seeks to preserve certain vested rights under a written contract or under any agreement between the employer and the workmen. It is now settled law that there could not be two sets of Standing Orders to govern the service condition of the employees in the same establishment.

8. In the instant case, I am of the opinion that there is no inherent right to continue to any particular age in service, in the workman. It is purely a matter of rules or contract. Even if it is found that there were no rules in the company as providing a retiring age, it cannot follow that the workman had a right to continue in service without restriction of a retiring age. If there is no such right, it undoubtedly cannot accrue unless it is by virtue of any rule or contract. Moreover the idea of pension would postulate a retiring age and the N.M.D.C. Staff was entitled to pension and, therefore, it cannot be said that generally the establishment permitted that there should be no retiring age for any employee. I, therefore hold that the workman Shri Amar Singh would be bound by the Standing Orders and his retiring age as fixed by the Standing Orders would be 58 years.

9. Coming to the second aspect of the case, the workman had all along accepted the date of birth to be 4-8-1923. He had not produced any certificate of date of birth from a school or from a register of any Local Body. Under the Standing Orders, the age set forth in the service record of the workman was to be the basis for arriving at the age of retirement of the workman. The service book clearly indicates the date of birth as 4-8-1923. It may also be mentioned that the applicant had taken out an L.I.C. policy and therein, he had declared his date of birth which corresponds to the date of birth given in the service book. He had declared his age to be 46 years when he had taken the policy on 1-4-1971. A procedure is provided under the Rules of the establishment for having the date of birth altered in case of a dispute. The applicant had not taken any steps according

to that procedure, which requires that the applicant should produce any of the certificate certifying his date of birth or if he is unable to do so, he should appear before the Civil Surgeon who would certify his age. The applicant had not done so. The management had given him opportunities to establish this but he had failed to do so. Now, the age given in the certificate of fitness by the Medical Officer cannot be relied upon. The Medical Officer was not asked to certify his age but was asked only to examine the workman to certify his fitness. He had undoubtedly, gone beyond the quarry made in certifying the age. Then he had not given any basis for certifying the age as 36. According to him, the age certified by him was on the basis of the appearance. He had not conducted any test nor made any X-ray examination. Such a certificate of fitness could be no substitute for a certificate of age. I, therefore, reject such evidence of fitness certificate. The circumstances go to show that the applicant had accepted his date of birth as 4-8-1923 and that provides the basis for computing his age.

Order :

I, therefore, render this award holding that the action of the management of the Diamond Mining Project, Pasna (M.P.) in recording the date of birth of Shri Amar Singh, Daftry, as 4th August, 1923 and consequently retiring him on 31-8-1981 is justified. There shall be no order as to costs.

20-12-1984.

K.K. DUBE, Presiding Officer
[No. L-29012(19)/84-D. III. B]

NAND LAL, Under Secy.

New Delhi, the 7th January, 1985

S.O. 238.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Jabalpur (M.P.) in the industrial dispute between the employers in relation to the Bilaspur Raipur Kshetriya Gramin Bank, Bilaspur and their workmen, which was received by the Central Government on 31-12-1984.

BEFORE JUSTICE SHRI K.K. DUBE, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT[LC(R)(16)]1982.

PARTIES :

Employers in relation to the management of Bilaspur Raipur Kshetriya Gramin Bank, Bilaspur and their workmen S/Shri M. P. Chaturvedi, K.K. Shukla, N. K. Vishwakarma and D. K. Sharma, Clerk-cum-Cashier represented through the Bilaspur Raipur Kshetriya Gramin Bank Employees Association C/o Shri M.V.K. Sharma, Qr. No. 67/2, R.P.F. Railway Colony, Raipur (M.P.).

APPEARANCES :

For Association—Shri P.S. Nair, Advocate.

For Bank—Shri S.K. Bhaduri, Advocate.

INDUSTRY : Banking DISTRICT : Bilaspur (M.P.)

AWARD

Dated, December 19, 1984.

The Central Government in exercise of its powers under Sec. 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication, vide Notification No. L-12012/181/81-D. II(A), dated 3-2-1982 :—

"Whether the action of the management of Bilaspur Raipur Kshetriya Gramin Bank in terminating the

services of S/Shri M.P. Chaturvedi, K.K. Shukla, N.K. Vishwakarma and D.K. Sharma, Clerk-cum-Cashiers with effect from 1-10-1980 is justified ? If not, to what relief are the workmen concerned entitled ?"

The workmen Sarvshri M.P. Chaturvedi, K.K. Shukla, N.K. Vishwakarma and D.K. Sharma were appointed as Clerk-cum-Cashiers by the management of Bilaspur-Raipur Kshetriya Gramin Bank, M.P. temporarily. They had put in about a month's services each when their services were terminated. They had become members of a registered trade union known as Bilaspur-Raipur Kshetriya Gramin Bank Employees Association which has sponsored their dispute. The efforts of conciliation failed, as also conciliation by the Assistant Labour Commissioner. Thereafter, the Central Government referred the above dispute.

2. According to the workmen, the above applicants along with 36 other workers joined in a peaceful agitation before the Management on 26-9-1980 to secure certain benefits for the workmen legitimately due to them. The dismissals of the four workmen are actions of management motivated with a view to punish the workmen. They are malafide as there was no necessity to terminate the services of the four applicants. The Bank still wanted persons to carry on the work and appointed some persons after termination of the workmen. In the circumstances, the removal amounts to victimization. It is also contended that it is most arbitrary and violative of Articles 14, 16 and 311 of the Constitution of India.

3. The management asserts that the Bank is a statutory body sponsored by the State Bank of India with the predominant object of developing the rural economy by providing credit to agriculturists and rural trade and commerce. The Bank is a Corporate body and its constitution is governed by the Regional Rural Banks Act, 1976. Certain regulations as envisaged under the Act are framed in consultation with the State Bank of India and the Reserve Bank of India with the prior sanction of the Central Government. These regulations are, therefore, statutory and the regulations thus framed govern the business and the rights of the parties concerned. In exercise of the powers thus vested, the Bank framed regulations for regulating the staff service conditions. These are called Staff Service Regulations, copy of which is filed as Exhibit M. 9.

4. The four applicants were appointed temporarily on temporary posts and under the terms of appointment, if their services were to be terminated, they were to be given one month's notice or pay in lieu thereof. Their letters of appointment clearly indicated that their posts were temporary and they were appointed temporarily with the condition that their services were liable to be terminated on one month's notice or pay in lieu thereof. Their letters of termination would indicate that their services were no longer required by the Bank and they were being paid the salary in lieu of the notice period. This formality having been done, it is urged by the Bank that the applicants have no right to the post to which they were appointed nor they can claim continuance on the post. It is further asserted in the statement that the four persons were inefficient and despite many reminders and warnings, that they should improve, they had failed to respond. The Management, therefore, could not continue their services. Since the letters of terminations do not cast any stigma on the applicants, it could not be said that the terminations were by way of punishment. The management also contends that the action taken by them was not in any way vindictive, capricious or colourable or arbitrary. It was purely in terms of their contract of appointment and under the Staff Service Regulations that their services were dispensed with.

5. As already indicated the workmen contend that the Bank had filled in these very posts after due advertisements which would indicate that the Bank required persons to work on these posts but the services of the four applicants were dispensed with arbitrarily without any objective consideration as to the efficiency or otherwise and without giving the employees concerned a reasonable opportunity to show cause against the action sought to be taken.

6. Before me, it was contended that such a removal from service would be in violation of Articles 14, 16 and 311 of the Constitution of India. It is also urged that the termination was vindictive and amounts to victimization. I have, therefore, to consider the rights of the various parties and the legal contentions raised by the workmen and also the factual position whether the termination in the circumstances amounted to victimization and thus unfair labour practices ?

7. The Bank functions under a Statute and has framed regulations to regulate the business and the rights of the workmen and other persons serving under them. These rules leave little discretion in the matter of appointments and termination. In exercise of the powers conferred by Section 20 of the Regional Rural Banks Act 1976 (Act No. 21/1976), the Board of Directors of this Bank, after consultation with the State Bank of India and with the previous sanction of the Central Government framed Staff Service Regulations (hereinafter called the regulations). These regulations determine the recruitment and other conditions of service. Under Regulation 4, the Clerk-cum-Cashier could be appointed by the Chairman on a temporary basis and on such conditions as may be specified by the Board from time to time. The appointments of such temporary persons could not be for a period exceeding 90 days. The Chairman is the appointing authority in respect of all posts in the Bank. Regulation 10 deals with the termination of service. Under this, one month's notice is necessary for discontinuance of service of an employee other than an officer. The appointment of four persons as Exhibit M. 5 would show, was temporary and that their services could be terminated after giving them one month's notice without assigning any reason whatsoever. It is contended that this gives an unbridled discretion to the management to arbitrarily terminate the services of an employee. Such a condition it is urged militated against the spirit of Articles 14 and 16 of the Constitution.

8. It will be seen that arbitrariness in whatsoever form, would be bad. It is not the unbridled power but its exercise in an arbitrary manner that is bad and that can always be called into question before a Court of law. We have, therefore, necessarily to see in the instant case whether the exercise of power was arbitrary or not. It is not necessary to go into the validity of the regulations as the terms of appointment reasonably construed gave the Bank power to terminate services after giving one month's notice or salary in lieu thereof. The only question to be seen is whether the four applicants' services were terminated on grounds wholly exercise of power was arbitrary or not. It is not necessary or it was exercise in a manner to subvert the interests of the Bank after taking objective administrative assessment of the desirability of discontinuing the four applicants in service, into consideration.

9. It may, however, be pointed out here that utmost the applicants could claim would be that they were in service for the period for which the temporary post endured or the period for which the appointing authority could appoint the persons. In other words, it would not go beyond the powers of the person appointing such persons or continuing them after the lapse of the post, assuming everything in favour of the applicants.

10. The Bank has produced the evidence of the Regional Manager, Shri M.L. Sharda. He has stated that the applicants were appointed on temporary basis as temporary incumbents. Since their work was not satisfactory, they were reminded to improve but having failed to improve, their services were terminated. He has stoutly denied that the termination had anything to do with their Union activities. He had been cross-examined at length but deposition only goes to reaffirm the above statements made by him. In the cross-examination he has stated that the posts in the Bank are limited to an approved set up and the two workmen namely Shukla and Sharma were on posts which were not sanctioned. Their appointments were temporary for a temporary period on temporary posts. He has also pointed out that it is wrong to suggest that the posts were filled in immediately after the removal of the four applicants. In fact, after receiving the sanction for the posts, the posts were duly

advertised and thereafter appointments were made. It could easily be seen in an institution like a Bank that it would be reasonable to expect that only those persons were given jobs who were qualified to handle the responsibilities and their efficiency, integrity and capacity meet the demand made by the nature of the post. The Bank naturally has to secure the best talent for this purpose and also expect a certain standard of efficiency and ability. It may be that for the time being such persons were not available and they carried on the work with temporary hands but that was only because they were not able to get the proper persons at that time. These appointments are made through advertisement and selection, but pending these appointments, the Chairman was given certain powers to appoint temporarily persons for 90 days. In his evidence also, the Manager has clearly indicated that the removal of the four applicants was because they were inefficient. It cannot be said now that this was arbitrarily done. After all it was the Manager to determine what sort of efficiency was expected of a particular clerk in the establishment non is it expected that for such temporary appointments, it would be required that he should hold an inquiry and go into the question of efficiency after giving a show cause notice to the incumbents. This would be wholly undesirable and unnecessary in the interest of bank as also in the interest of the incumbents. It is known that these departmental inquiries take lot of time and before any progress could be made in them, the period for which the incumbents have been appointed, would run out. Moreover, it would not be proper that a workman appointed temporarily should leave the Establishment with a stigma that he was inefficient. For all these reasons, the provision that the services could be dispensed with after one month's notice or pay in lieu thereof, seems most reasonable and proper and this having been observed in the instant case, no exception could be taken on this account. The workman's case as regards arbitrariness also fails. Since no case has been made out that the Bank acted mala fide, it cannot, therefore, be said that there was any violation of Articles 14, 16 and 311 of the Constitution of India.

11. The workmen in their evidence have not been able to show that the Bank acted mala fide and therefore I find that the termination in the circumstances of the case was neither arbitrary nor mala fide. The termination order does not cause any stigma on the applicants. Their termination neither arbitrary nor mala fide. The termination order Bank's purposes and the Bank was fully justified in terminating their services. The termination of the services of the above named workmen were in accordance with the Regulations and in the circumstances of the case fully justified, order.

I, therefore, render this award by saying that the action of the management of Bilaspur-Raipur Kshetriya Gramin Bank in terminating the services of S/Shri M.P. Chaturvedi, K.K. Shukla, N.K. Vishwakarma and D.K. Sharma, Clerk cum-Cashiers with effect from 1-10-1980 was justified. There shall be no order as to costs in the peculiar circumstances of the case.

K.K. DUBE, Presiding Officer

19-12-1984.

[No. L-12012/181/81-D.IIA]

New Delhi, the 9th January, 1985

S.O. 239.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Bombay in the industrial dispute between the employers in relation to the Reserve Bank of India, Bombay and their workman filed under sec. 33(2) (b) of the said Act, which was received by the Central Government on the 28th December, 1984.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL
NO. I AT BOMBAY

Approval Application No. NTB-1 of 1981

(Arising out of Ref. No. NTB-1 of 1979)

PARTIES :

Reserve Bank of India,
Bombay

: Applicant

V/s

Ramesh Narasimha Naik

: Opp. party

APPEARANCES :

For the applicant

: Mr. N. V. Deshpande, Legal Advisor &
: Mr. Batki, Legal Advisor

For the opposite party

: Mr. G. D. Samant, Advocate
INDUSTRY : Banking
STATE : Maharashtra

Bombay, the 7th day of December, 1984

JUDGEMENT

This is an approval application filed by the applicant under Section 33-(2) (b) of the Industrial Disputes Act, 1947.

2. Through this approval application, the employee has raised contentions which are in the nature of assailing the findings of the enquiry officer. According to him, in the circumstances and the evidence, he ought not to have been and should not have been, found guilty. I am afraid, it would not be permissible for me as an authority for granting the approval to the action taken by the employer, Reserve Bank, of the dismissal against him to go into the question whether the evidence adduced against the workman was sufficient to come to the conclusion that he was guilty or otherwise. It is not his contention that there is no evidence. There are also no technical or other challenges. The enquiry has been held against him duly and properly and he was given all the opportunities to defend himself. His only case and contention is that the evidence against him does not come up to the standard of proof.

3. The employee was charged and suspected of having abstracted certain currency notes, or alternatively with negligence, dishonesty and/or theft. He was a note examiner and counter. The procedure of counting and recounting and checking of notes, if it can briefly be stated, is that notes received are first sorted out by the examiner into issuable and non-issuable notes. That was the work which was being done by the employee concerned at that time. Issuable notes are packed in a separate bundle of 100 pieces sealed and banded and handed over to the supervisor. On the other hand, non-issuable notes are similarly sealed, banded and they are also punched so as to make re-use of them impossible. They cease thereafter to be legal tender and cannot be used as such.

4. Along with the employee, four other persons who were re-counter were also parties to the enquiry. A recounter has to recount the notes counted by the counter and sign as being correct. The charge against them was similar as that of the employee. It was found that in all those bundles in which a shortage was discovered, the employee was the examiner, while these four or five persons were re-counters. All these persons were put up in the joint enquiry held against them.

5. Punishment noted out to the Examiner employee is of dismissal while the recounters have been let off by minor punishment. Mr. Samant, appearing for the employee contended that they should have also been similarly punished. His contention also was that the responsibility of the

counter cases when recounter signs on the bundle as having checked and found correct. The recounters defence is that they trusted the counter and signed without checking. Alternatively Mr. Samant says that his workman should have been given the same punishment. Apart from the correctness of the contention in an approval application the correctness of the quantum of punishment imposed is a question which can not be gone into, I find that it may be a legitimately good reason for visiting recounters with reduced punishment as the recounters would be having notes for recounting which can not be used as legal tender. Nobody could have had any desire or intention or object or benefit by abstracting any such notes from the bundle. The negligence or abstraction took place at the stage of counting and before the notes were punched, sealed and together and handed over to the supervisor. In that view of the matter, I do not think that there is any case for interference and approval to the action taken by the Reserve Bank against the employee will have to be granted. Hence the Order. Approval granted.

R.D. TULPULE, Presiding Officer

[No. L-12025/21/79-D.II(A)]

N. K. VERMA, Desk Officer

नई दिल्ली, 8 जनवरी, 1985

प्रमाणपत्र

कां०आ० 240:—यह प्रमाणित किया जाता है कि खान अधिनियम, 1952 (1952 का 35) की धारा 82 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने निर्णय किया है कि उत्तर प्रदेश राज्य में हरावाला में सैमस पायराइट्स, कासफेज और कैमोकल्स लिमिटेड, जो भारत सरकार का उपक्रम है, के ग्राइंडिंग कॉम्प्लेक्स उक्त अधिनियम के अर्थात् खान हैं।

[एस—29013/1/84—एम. आई]

बी. जी. देशमुख, सचिव

New Delhi, the 8th January, 1985

CERTIFICATE

S.O. 240.—This is to certify that, in exercise of the powers conferred by section 82 of the Mines Act, 1952 (35 of 1952), the Central Government have decided that the Grinding Complex of M/s. Pyrites, Phosphates and Chemicals Limited, a Government of India Undertaking, at Harrawala in the State of Uttar Pradesh is a mine within the meaning of the said Act.

[S-29013/1/84-MI]

B. G. DESHMUKH, Secy.

नई दिल्ली, 7 जनवरी, 1985

कां०आ० 241:—उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा 5 के साथ पठित धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्रम विभाग के अनुभाग अधिकारी श्री सुशील कुमार को 7 जनवरी, 1985 से अगले आदेश जारी होने तक उत्प्रवास संरक्षी बम्बई के सभी कार्य करने के लिए प्राधिकृत करती है।

[सं० ए-22012/3/84-उत्प्र०—II]

आर० डी० मिश्र, अवर सचिव

New Delhi, the 7th January, 1985

S.O. 241.—In exercise of the powers conferred by section 3, read with section 5 of the Emigration Act, 1983 (31 of 1983) the Central Government hereby authorises Shri Sushil Kumar Section Officer, Department of Labour to perform all functions of Protector of Emigrants-Bombay with effect from the 7th January, 1985 till further orders.

[F. No. A-22012/3/84-EMIG. II]

R. D. MISHRA, Under Secy.

नई दिल्ली, 8 जनवरी, 1985

का. आ. 242.—केन्द्रीय सरकार, न्यूनतम मजदूरी अधिनियम, 1948 (1948 का 11) की धारा 26 की उप-धारा (2) द्वारा प्रवृत्त-शक्तियों का प्रयोग करते हुए, कलकत्ता पत्तन न्यास (जिसे इसमें आगे पत्तन न्यास कहा गया है) के अधीन जलयानों, तट केन्द्रों और सर्वेक्षण पार्टियों में काम करने वाले कर्मचारियों की सेवा शर्तों को बाबत बनाए गए विशेष विनियमों को ध्यान में रखते हुए, यह निवेदन देती है कि इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से दो वर्ष की अवधि के लिए, उक्त अधिनियम की धारा 13 और 14 के उपबन्ध उक्त कर्मचारियों को निम्नलिखित शर्तों के अधीन रखते हुए लागू नहीं होंगे, अर्थात्:—

- (i) पत्तन न्यास उक्त विनियमों की अंग्रेजी भाषा में और उस भाषा या भाषाओं में, जिसे बहुसंख्या के कर्मचारी समझते हों, एक पुस्तिका के रूप में प्रकाशित करेगा;
- (ii) पूर्वोक्त विनियमों में कोई संशोधन करने से पूर्व, पत्तन न्यास प्रस्तावित संशोधनों की जानकारी सम्बद्ध कर्मचारियों को सूचना द्वारा देगा जो पत्तन न्यास के कार्यालय के सूचना-पट पर लगाई जाएगी और ऐसी सूचना के बीस दिन के भीतर उसके संबंध में ऐसे व्यक्तियों से, जिनके उससे प्रभावित होने की संभावना है, प्राप्त सुझावों पर विचार करेगा;
- (iii) उपर्युक्त शर्त (i) में निविष्ट पुस्तिका की एक प्रति और उसके प्रत्येक संशोधन की एक प्रति प्रत्येक सम्बद्ध कर्मचारी को दी जाएगी।
- (iv) पत्तन न्यास प्रत्येक सम्बद्ध कर्मकार के लिए प्रति वर्ष 52 विश्राम दिवस सुनिश्चित करेगा और इस संबंध में एक रजिस्टर रखेगा।

इस अधिसूचना द्वारा प्रदान की गई छूट उस विवाद में अन्तर्गत पक्षकारों के अधिकारों और तर्कों पर प्रतिकूल प्रभाव नहीं डालती है जो सम्बद्ध मसले के बारे में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के समक्ष खिंचे पड़ा है और जिसे श्रम मंत्रालय के आदेश संख्या एल-32025/13/77-डी-4(ए) दिनांक 20 अप्रैल, 1978 द्वारा उक्त अधिकरण को न्याय-निर्णयन के लिए निर्देशित किया गया था।

[संख्या एस-32014/1/80-डब्ल्यू सी. (एम डब्ल्यू)]

जगदीश जोशी, निदेशक

New Delhi, the 8th January, 1985

S.O. 242.—In exercise of the powers conferred by the sub-section (2) of the Section 26 of the Minimum Wages Act, 1948 (11 of 1948), the Central Government, having regard to the special regulations that have been framed in respect of the service conditions of employees working in vessels, shore stations and survey parties under the Calcutta Port Trust (herein-after referred to as the Port Trust) hereby directs that the provisions of Sections 13 & 14 of the said Act shall not apply to the said employees for a period of two years with effect from the date of the publication of this notification in the Official Gazette subject to the following conditions, namely:—

- (i) The Port Trust shall publish the said regulations in a pamphlet form in the English language and in the language or the languages understood by the majority of the employees.
- (ii) before making any amendments to the aforesaid regulations, the Port Trust shall inform the employees concerned, by notice to be put up on the Notice Board in the Office of the Port Trust of the proposed amendment and shall consider any suggestions that may be made in respect thereof by persons likely to be affected thereby within 20 days of such notice;

(iii) a copy of the pamphlet referred to in condition (i) above and a copy of every amendment thereto shall be supplied to each employee concerned, and

(iv) the Port Trust shall ensure at least 52 rest days to each concerned workman every year and will maintain a register in this regard.

The exemption granted vide this Notification is without prejudice to the rights and contentions of the parties in the dispute pending before Central Government Industrial Tribunal, Calcutta over a connected issue which was referred to him for adjudication vide the Ministry of Labour Order No. L-32025/13/77-D. IV(A) of April 20, 1978.

[No. S-32014/1/80-W. C. (M.W.)]

JAGDISH JOSHI, Director

नई दिल्ली, 7 जनवरी, 1985

आदेश

का. आ. 243.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 33-ग (2) के अधीन बाधक किए गए आवेदनपत्र, जो इससे उपबन्ध अनुसूची-I में उल्लिखित हैं, श्रम न्यायालय संख्या-1; बम्बई के समक्ष लम्बित पड़े हैं:

और भारत सरकार, श्रम रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का. आ. 1970, दिनांक 28 मई, 1968 द्वारा गठित श्रम न्यायालय संख्या-2, बम्बई ने पहले ही सद्यः मामलों पर निर्णय किया है और श्रम न्यायालय संख्या-I, बम्बई में अनंतिम होने वाले मामलों पर कार्यवाही करने के लिए उक्त न्यायालय राजी है और मामलों को प्राप्त करने में उसे कोई आपत्ति नहीं है।

अतः, अब, उक्त अधिनियम की धारा 33-ख की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त आवेदनपत्रों से संबंधित कार्यवाहियों को श्रम न्यायालय संख्या-I, बम्बई से बाधक लेती है और यह निदेश देती है कि उक्त श्रम न्यायालय उक्त कार्यवाहियों पर उसी प्रक्रम से कार्यवाही करेगा, जिसपर वह उसे स्वतंत्रतापूर्वक की गई है और विधि के अनुसार उनका निपटारा करेगा।

अनुसूची-I

क्रमिक	आवेदन पत्र संख्या	पक्षकारों के नाम
1	2	3
1.	1980 का एल.सी.बी. 349 से 361	श्री प्यारा सिंह और अन्य
2.	1981 का एल.सी.बी. 285 आर. एम. बोरमी और अन्य से 294	
3.	1983 का एल.सी.बी. 505 एस. एन. शाह और अन्य से 535	
4.	1983 का एल.सी.बी. 564 से 613	राजीव कुलश्रेष्ठ

[संख्या-एस-11020/6/83-डी-I(ए)]

बी. एस. मीना, उप सचिव

ORDER

New Delhi, the 7th January, 1985

S.O. 243.—Whereas applications filed under section 33C(2) of the Industrial Disputes Act 1947 (14 of 1947) specified in the Schedule I hereto annexed are pending before the Labour Court No. 1, Bombay.

And whereas the labour Court No. 2, Bombay constituted by the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1070 dated the 28th May 1953 has already decided similar matters and the said court is willing to handle and have no objection for receiving cases on transfer from Labour Court No. 1, Bombay.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 33B of the said Act, the Central Government hereby withdraws the proceedings in relation to the said applications from the Labour Court No. 1, Bombay and transfers the same to the Labour Court No. 2, Bombay, and directs that the said Labour Court shall proceed with the said proceedings from the state at which they are transferred and dispose of the same according to law.

SCHEDULE

Sr. No.	Application number	Name of the parties
1	2	3
1.	LCB-349 to 361 to 1980	Shri Piara Singh and others.
2.	LCB-285 to 294 of 1981	R.S. Borse and others.
3.	LCB-505 to 535 of 1983	S.N. Shah and others.
4.	LCB-564 to 613 of 1983	Rajeeva Kulshreshtha.

[F. No. S-11020/6/83-D.I(A)]

B.S. MEENA, Dy. Secy.

New Delhi, the 9th January, 1985

S.O. 244.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Amritnagar Colliery of E. C. Ltd., P.O. Raniganj, Distt. Burdwan and their workmen, which was received by the Central Government on the 4th January, 1985.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

Reference No. 35 of 1981

PARTIES :

Employers in relation to the management of Amritnagar Colliery of E. C. Limited.

AND

Their Workmen

PRESENT :

Mr. Justice M. P. Singh, Presiding Officer.

APPEARANCES :

On behalf of Management—Mr. R. S. Murthy, Advocate.

On behalf of Workmen—Mr. S. K. Majumdar, Advocate.

STATE : West Bengal.

INDUSTRY : Coal.

AWARD

By Order No. 1-19012/4/81-D.IV(B) dated 7th August, 1981, the Government of India, Ministry of Labour referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of Amritnagar Colliery of E.C. Limited, P.O. Raniganj, Distt. Burdwan (W.B.) in terminating the services of Shri Nanak Singh with effect from the 1st July, 1980 is justified? If not, to what relief is the workman concerned entitled?"

On a perusal of the above it is clear that the only issue in relating to the justification of the termination of services of Nanak Singh with effect from 1 July 1980.

2. From the pleadings of the parties as well as evidence on record it appears that the termination of services was on the ground of superannuation on reaching the age above 60 years. The point is a simple one. According to the management of the E. C. Limited the concerned workman Nanak Singh was 42 years old in June 1948 when he was appointed. In other words he was born in 1906 whereas Nanak Singh claims that he was born in 1926. No document has been filed by Nanak Singh to show that he was born in 1926. On the other hand the management has filed the B Form register showing that Nanak Singh was 42 years old in 1948 when he was appointed as chaprasi. The relevant entry is No. 73 in respect of Nanak Singh. His father's name his home address and all other necessary details are mentioned therein. The entry also bears the signature of Nanak Singh which has been identified by MW-1 K. K. Das the manager of the Amritnagar Colliery. Serious attack has been made on this entry by the learned counsel on behalf of the union. Sri Majumder the learned counsel for the union argued that this is not the original B Form register which was seized from the erstwhile management of the Amritnagar Colliery belonging to Srinivas and Sons. He drew my attention to the statement of Sri S. K. Chatterjee as contained in the order sheet of this tribunal dated 15-1-83 wherein he has said that the original B Form register was not traceable and hence the same cannot be produced by the management. He also drew my attention to the conciliation proceedings Ext. W-3 from which it appears that in the B Form register which had been produced before conciliation officer the serial number in respect of Nanak Singh was 11 and not 73. Sri Majumder argued that here in his deposition MW-1 K. K. Das claims that this is the original B Form register which was seized from the quondam proprietor, namely, Srinivas and Sons. It may be mentioned that Sri Murthy who appears for the management also urged that this is the original B Form register. In view of the materials on record I have doubt as to whether the present B Form register which has been filed before this Tribunal is the original B Form register which was seized from the erstwhile owner. It may be a copy of the old one. Anyway, merely because some portion of evidence of MW-1 is doubtful he cannot be disbelieved in toto. The grain should be separated from the chaff. It is to be noted that even in the B Form register which was produced before the conciliation officer, the month and year of appointment was June 1948 and the age of Nanak Singh was shown as 42 years. The same entry is in the present B Form register. The signature of Nanak Singh also is there. Nanak Singh (WW-1) in his evidence said that he gave all the particulars except his age to the person concerned at the time of entry in the B Form register but this evidence is not acceptable. If he gave the name of his present and home address there is no reason to think why he would not have given his age. A written submission has been filed on behalf of union in which it is stated "there is a dispute above signature but we are of pressing it.....". It is thus clear that in the written submission it is not disputed that the signature is that of Nanak Singh. In his evidence in chief Nanak Singh does not say anything about the B Form register or about his signature on it. But in cross-examination he denied to have signed the B Form register. This denial is not acceptable in view of what has already been said above. Moreover his signature admittedly appears on Ext. W-1 and W-2. I have looked into these signatures and they tally with the signature on Ex. M-2 the entry in the B Form register. Sri Majumder submitted that if Nanak Singh was born in 1906 he would be about 67 years of age at the time of takeover and there was no reason as to why he should not have sent for medical examination. In my opinion it may be a sheer mistake. MW-1 K. K. Das has said in his evidence that he joined as a manager in the Amritnagar colliery in May 1980 and thereafter he discovered that Nanak Singh was overaged. Accordingly he was made to retire

with effect from 1 July 1980 the retirement order is Ext. M-1. I see nothing wrong in his evidence. A judicial notice can be taken of the fact that some times such a mistake happens. Sri Majumder also submitted that it was not clear from the record as to when the present B Form register was written. I have already said that the present B Form register may be a copy from the original B Form register but so long as the signature of Nanak Singh is there, it cannot assist him. This register contains entries of more than 150 persons, I do not think that the management will concoct the entry relating to Nanak Singh only, when there is absolutely no material of any inimical feeling as against Nanak Singh. Furthermore when the signature of Nanak Singh appears in the relevant entry, number 73 of the B Form register it must be held he was 42 years in June 1948 when he was appointed as a chaprasi, I therefore, do not find any substance in the contention of Sri Majumder. I rely upon the said entry in the B Form register in respect of Nanak Singh and held that he was 42 years old in 1948.

3. Sri Majumder for the union next submitted that the identity card Ext. M-3 did not contain the age of Nanak Singh originally. That appears to be a fact but I do not see as to how it can be of any help to the union. Mr. K. K. Dass MW-1 has frankly said in his evidence that identity card did not originally contain the age of Nanak Singh, that when he discovered it, he mentioned the age 42 as per B Form register and he initialled it. In my opinion simply because the entry relating to age of Nanak Singh was omitted in the identity card it cannot mean that the entry in the B Form register is wrong. Both parties accepted the position during the course of argument that the fate of the case depends upon the B Form register.

4. Sri Majumder also submitted that the records of Provident Fund would be relevant on the point of age, that may be so but the records of this case show that the Provident Fund record is not available. In the circumstances the point has no force.

5. Sri Majumder next submitted that Nanak Singh by appearance did not look like 74 and that he was in fact only 56 years old this is nothing but a mere assertion. Sometimes the look is deceptive. In absence of any document on the subject regarding the concerned workman I am not prepared to hold that he was born in 1926 as alleged by the union.

6. Sri Majumder lastly submitted that natural justice was violated because though the concerned workman filed two representation Ext. W-1 and W-2 in 1980 regarding his age (55 or 56 years only) he was not heard. In my opinion he is not right. There is no provision in any rule and there was any contract between the parties that the concerned workman should have been heard in such a case. The contention is rejected.

7. On a consideration of the evidence on record my concluded opinion is that Nanak Singh was 42 years old at the time of his appointment in June 1948 as a Chaprasi and that the entry in B Form register is correct and that it was signed by him.

8. In the result the action of the management of Amritnagar Colliery of E. C. Limited, P.O. Raniganj, Distt. Burdwan (W.B.) in terminating the services of Shri Nanak Singh with effect from 1st July, 1980 is justified. It follows that the concerned workman is not entitled to any relief.

This is my award.

Dated, Calcutta,

The 22nd December, 1984.

M. P. SINGH, Presiding Officer.

[No. L-19012(4)/81-D.IV(B)]

S.O. 245.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute

between the employers in relation to the management of Methani-Bejdih-Patmehana Collieries of M/s. E.O. Ltd., P.O. Sitarampur (Burdwan) and their workmen, which was the Central Government on the 4th January, 1985.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 5 of 1983

PARTIES

Employers in relation to the management of Methani-Bejdih-Patmehana Colliery of M/s. Eastern Coalfields Limited, Post Office Sitarampur (Burdwan).

AND

Their Workmen

PRESENT :

Mr. Justice M. P. Singh, Presiding Officer.

APPEARANCES :

On behalf of Management—Mr. P. P. Ginwalla, Counsel with Mr. M. N. Kar, Advocate, Mr. S. M. Ashrat, Personnel Manager and Mr. M. K. Patnaik, Senior Personnel Officer.

On behalf of Workmen—Mr. Gautam Som, Advocate.

STATE : West Bengal.

INDUSTRY : Coal.

AWARD

By Order No. L-19012(29)/82-D.IV(B) dated 14th January 1983, the Government of India, Ministry of Labour and Rehabilitation (Department of Labour) referred the following dispute to this Tribunal for adjudication:

“Whether the Agent, Methani-Bejdih-Patmehana collieries of Messrs Eastern Coalfields Limited, is justified in not paying wages for wagons loaded and in stopping from working the 163 workmen (list enclosed) with effect from 13-11-1979? If not, to what relief they are entitled?”

LIST OF WORKERS

1. Rakhit Bauri.
2. Prembahadur.
3. Genl Baurin.
4. Roy Bauri.
5. Parbati Baurin.
6. Lutan Bauri.
7. Khandu Bauri.
8. Sadananda Bauri.
9. Lakhi Bauri.
10. Pradip Bauri.
11. Lal Bauri.
12. Mina Baurin.
13. Paresh No. 2 Bauri.
14. Gita Baurin.
15. Ramdhari Prasad.
16. Ramadhar Rajbhar.
17. Ramayan Choudhury.
18. Harihar Choudhury.
19. Shiwjee Choudhury.
20. Madhaw Pasi.
21. Bateswar Thakur.
22. Panchdeo Thakur.
23. Ramji Singh.
24. Rajdeo Gowala.
25. Singhesar Thakur.
26. Bhagwan Gowala.
27. Rajnath Gowala.

28. Subhasona Baurin.
29. Nitish Barui.
30. Paresb 3 No. Barui.
31. Bijon Barui.
32. Asru Bauri.
33. Shahdeo Sharma (Mistry)
34. Mulchand Ram.
35. Rambrich Ram.
36. Sudershan Prasad
37. Suresh No. 1 Gowala.
38. Musafir Singh Yadav.
39. Siripujan Rajbhar.
40. Dewnath Rajbhar.
41. Sirtnarayan Dubey.
42. Nawalik Chouhan.
43. Marjad Kohar.
44. Aswdhu Kohar.
45. Brijbehari Mahato.
46. Baban Rajbhar.
47. Panesh Nath Gowala.
48. Umashankar Rajbhar.
49. Badri Pandey.
50. Subhash Sharma.
51. Tripurari Shaw.
52. Chandan Chouhan.
53. Brijlal Gowala.
54. Shri Rajbhar.
55. Rajendra Singh.
56. Okil Mia.
57. Ramdhari Gareri.
58. Ramashankar Turha.
59. Ramaprasad Rajbhar.
60. Tulshi Rajbhar.
61. Santu Rajbhar.
62. Ramayan Gowala.
63. Ashok Kumar Choudhury.
64. Ramjee Ram.
65. Janardan Rajbhar.
66. Siriram Yadav
67. Md. Islam.
68. Md. Nijam.
69. Nirhu Rajbhar.
70. Dhanraj Mondal.
71. Kedar Ram Rajbhar.
72. Sukhai Bareri.
73. Fulchand Rajbhar.
74. Bhagu Das.
75. Ratan Mondal.
76. Shiwcharan Turi.
77. Shiwjee Gowala
78. Nanhak Gowala
79. Kailash Yadav.
80. Ram Awatar Kohar.
81. Baliram Rajbhar.
82. Sudarshan Harijan.
83. Girja Tuiri.
84. Jagadish Tuiri.
85. Gorakh Tatwa.
86. Nitish Thandar.
87. Anil Maji.
88. Hema Bauri.
89. Jangal Bauri.
90. Bhendu Bauri.
91. Dhoru Bauri.
92. Peni Bauria.
93. Lakhi Narayan Bauri.
94. Gaya Verma
95. Bihari Gowala.
96. Dharu Rajbhar.
97. Bolai Bauri.
98. Tapan Bauri.
99. Poresb 1 No. Barui.
100. Sanatan Bauri.
101. Muni Bauri.
102. Sudhir Bauri.
103. Dhren Maji.
104. Shobhu Bauri.
105. Brijbhari Prasad.
106. Rajak Mia.
107. Maharaj Roy.
108. Bauarashi Rajbhar.
109. Roubahadur Singh.
110. Sudarshan Yadav.
111. Janardan Yadav.
112. Badar Yadav.
113. Dayaram Yadav.
114. Bijayoratom Yadav.
115. Jagadish Kahar.
116. Jharkhand Yadav.
117. Ramjanam Yadav.
118. Dharamraj Yadav.
119. Bikram Yadav.
120. Ram Awatar Yadav.
121. Satyanarayan Yadav.
122. Kausal Rajbhar.
123. Harilal Singh.
124. Umashankar Singh.
125. Shiwshankar Singh.
126. Dewnath Prasad.
127. Madan Tatwa.
128. Siwparashan Singh.
129. Ramayan Singh.
130. Bishnath Prasad Saw.
131. Pujan Gowala.
132. Shiwpujan Rajbhar.
133. Anandi Rana.
134. Dasram Ram.
135. Satdeo Rajbhar.
136. Jadu Pattar.
137. Rajkumar Choudhary.
138. Gorakh Yadav.
139. Garib Yadav.
140. Dukhi Yadav.
141. Birbal Yadav.
142. Jairam Yadav.
143. Omprakash Yadav.
144. Punwasi Yadav.
145. Mitru Rajbhar.
146. Mita Rajbhar.
147. Raghunath Rajbhar.
148. Premchand Yadav.
149. Algu Kohar.
150. Mitlu Kohar.
151. Subha Rajbhar.
152. Tilakdhari Rajbhar.
153. Gaya Rajbhar.
154. Nimral Rajbhar.
155. Shubhu Rajbhar.
156. Rambrich Rajbhar.
157. Ramprabesh Yadav.
158. Hareeram Prasad.
159. Harnam Ram.
160. Guptechar Yadav.

161. Bhorik Yadav.
162. Ramjanam Harijan.
163. Jagram Rajbhar.

From the above terms of reference it is clear that the issue to be determined in the present case is as to whether the colliery management was justified in not paying the wages for wagons loaded and in stopping from working the 163 persons named in the order of reference with effect from 13th November, 1979.

2. From the pleadings and other materials on record it appears that the real dispute between the parties is as to whether or not the 163 persons of the reference had at all been employed by the management. The clear case of the management of the E. C. L. as argued by Sri Ginwalla is that they were never employed by the management, that they were complete outsiders and had forcibly loaded some wagons on different dates. The case of the management has been stated in para 17 of their written statement dated 29th August, 1983. They have stated that just before the last Parliamentary Election some cadre persons fostered by the Colliery Mazdoor Sabha of India (CITU) and the left Front Ruling Party in West Bengal suddenly made demands for employment and started to work forcibly entering into the depot at Patmohana Colliery without any authority or permission or engagement or employment; that these trespassers, invading upon the wagons, loaded coal into them driving out the regular and authorised wagons loaders of the colliery under threat of brutal assault and danger for life and then left the depot; that they all came all on a sudden and left after loading one or two wagons by force in halfhazard manner. The management did not use its security force to avoid any breach of peace but reported the matter to the Police authority and Sub-Divisional Civil authority to take appropriate steps against the intruders and trespassers; that the Police on a number of occasions came and drove these trespassers out of the colliery and also arrested about 42 persons on one occasion and that the police and civil authority also promulgated prohibitory orders under section 144 of the Criminal Procedure Code against such persons committing breach of peace in the colliery depot. These allegations have been denied by the concerned union. They claim that the concerned 163 persons are the employees of the ECL. But the case of the management as stated above is fully supported by MW-1 S.K. Chowdhury, Deputy Personnel Manager. In his evidence, he has not been shaken in cross-examination. Not only that. The above case of the ECL is supported by a number of documents filed in the case. The forcible loading started in November 1979 and continued upto some months in the year 1981. A large number of informations were sent to the police in connection with the forcible loading by the local outsiders. Not less than 10 or 11 informations were sent to the officer-in-charge of Hirapur Police Station in November and December of 1979. In the year 1980 also, about 19 informations were sent to the Hirapur Police Station complaining about the forcible loading. Similarly 9 or 10 information were again sent to the police in 1981 in between February and August. On some occasions the police came and drove away the outsiders. All these informations have been collectively marked as Ext. M-2. Information was also sent to the Additional SP (Ex. M-9) and to the DM (Ext. M-8). The SDO, Assansol was also informed in the year. 1980. He drew up 144 proceeding which was ultimately dropped because 60 days had expired. Exts. M-3, M-4 and M-5 are the documents in connection with the complaints to the Magistrate. Ext. M-5 is the certified copy of his order sheet of November 1980. There was correspondence with Assistant Labour Commissioner (C), Assansol also in this connection (see Ext. M-12). In the letter Ext. M-12 the management clearly said that there was no relationship of employer and employee between them and the concerned 163 persons. The colliery management has also filed many wage-sheets of different years (Exts. M-15 to M-23) in order to show that their regular loaders were paid wages individually and directly under their thumb-impressions and that none of the concerned 163 persons had been named therein. That is correct. They have also filed E. Form register (Ext. M-24) in which the names of the loaders employed by the management above

ground appear but none of the 163 concerned persons has been named therein. The management has further filed seven attendance registers of different months of different years (Ext. M-25). None of the concerned persons has been named therein. The management has also filed wagon allotment register (Ext. M-27) of the period in between 31 July, 1980 and 8 January, 1981 in which the authorised persons have been named and it also shows that some portion of the wagons were loaded by unauthorised persons. No identity cards or bonus cards were issued to any of the concerned 163 persons. No quarters were allotted to any of them. The management has also filed manpower return (Exts. M-13 and M-14) in order to show that there was no need of employing any outsiders and that they had sufficient manpower to cope with the work. MW-1 S. K. Chowdhury has also deposed about manpower. He has also said about transfer of wagon loaders to other collieries. All these documents clearly go to show that a number of outsiders, sometimes about 100 in number, sometimes about 80 and sometimes about 20 in number came together and forcibly loaded wagons at different times. If they had been employed, no such action would have been taken by the management. The management has also filed a letter sent by the management to Sri Bamapada Mukherjee, Vice President of the union dated 10/14 July, 1981 (Ext. M-1). This letter is in connection with the meeting between the parties held on 10th April, 1981. In that meeting Bamapada Mukherjee practically admitted the unlawful act of the local outsiders. The letters Ext. M-1 referring to him states that "You then suggested with a view to solve this dead-lock, that if these outsiders are paid for the work they already did, they shall refrain from such forcible loading in future and shall not create any problem for the management in future". This document clearly indicates that Sri Bamapada Mukherjee did not deny the fact of forcible loading the wagons by outsiders. As against all these evidences documentary and oral, the union has examined only one witness WW-1, Sudershan Prasad a wagon loader who claims to be the Organising Secretary of the Colliery Mazdoor Sabha of India (CITU). He does not know all the 163 persons of the reference. He knows only 15 or 20 of them. He has deposed about 2 matters, namely, (i) that there was a system of gang leaders who used to take money from the management and used to distribute the same amongst the concerned persons; (ii) that Bamapada Mukherjee did not speak in the meeting that ".....if these outsiders are paid for the work they already did, they shall refrain from such forcible loading in future and shall not create any problem for the management in future." The witness says that if such thing appears in the letter it will be incorrect. I am not inclined to accept his evidence as reliable. Bamapada Mukherjee would have been the best person to deny it but he has not come to the witness box to deny it. It appears to me that he has not liked to tell a lie in Court. That is why he has not come to the witness dock. I am of the opinion that the contents of the letter Ext. M-1 are correct. I would also like to point out that according to the evidence of MW-2 R. D. Biswas the General Manager of Sitarampur area of the ECL the witness WW-1 was not present in the meeting. That appears to be correct. There is no paper to prove that WW-1 was present in the meeting. So far as the system of payment through gang leaders is concerned, there is not a bit of paper to prove it. Merely on the oral testimony of Sudershan Prasad (WW-1) I am not prepared to hold that there was such a system. Not a bit of paper has been filed to show that any of the concerned 163 persons received any payment from any gang leader. Not a single document has been filed by the union to show that any of the concerned 163 persons was ever employed by the management of the E. C. L. The union relies only on the evidence of the solitary witness Sudershan Prasad who in my opinion is not a truthful witness. I do not rely upon him.

3. Sri Gautam Som, Advocate appearing for the union contended that the management had not sufficient wagon loaders in Patmohana Colliery and hence it should be inferred that the help of the concerned 163 persons had been taken. I do not agree. MW-1 S. K. Chowdhury has said in his evidence that there was sufficient number of wagon loaders. He has also proved manpower returns Exts. M-13 and M-14.

He has also proved documents to show that number of wagon loaders were transferred on different occasions to other collieries (see Ext. M-26).

4. Sri Som next contended that there was a system of payment through gang Sardar and that the concerned 163 persons were being paid indirectly by the management. I have already said that there is not a single chit of paper that there was any system of keeping gang sardar. The contention is rejected.

5. Sri Som appearing for the union next argued that the informations to the police (Ext. M-2) and the wage-sheets etc. (Exts. M-15 to M-23) are all manufactured documents. This contention is devoid of any merit. There is no circumstances or any material to show that they are manufactured. The contention is rejected.

6. Sri Som next contended that Bamapada Mukherjee had not actually said in the meeting of 10 April, 1981, what has been stated in Ext. M-1. I have already held that the contents of Ext. M-1 are correct. I have also pointed out that Bamapada Mukherjee has not chosen to come to the witness-box to deny that has been said about him.

7. Sri Som next argued that the sick leave register or maternity leave register or the register for quarterly bonus have not been produced in the case by the management. In my opinion this does not mean that the concerned 163 persons are employees of the management of the ECL. The management has filed a number of documents as already discussed above and they are sufficient to negative the case of the union. The onus was upon them to prove that they were employees of the ECL. They have failed to prove it. No document has been filed by them to prove it. A solitary witness has been examined by them who is unreliable. I accordingly hold that none of the concerned 163 persons was employee of the management of the ECL and that no relationship of employer and employee ever existed or exists between them. The management therefore is right in saying that they were completely outsiders and not employees of the management. There was therefore no industrial dispute to be referred to. It follows that the reference is misconceived, invalid and without jurisdiction.

8. Sri Som also referred to Ext. M-29 which is a letter dated 29-6-81/1-7-81 given by Bamapada Mukherjee to the General Manager. This letter refers to his earlier letter dated 16-6-1981 and also to the meeting held on 10-4-1981. It is said that fifteen days have passed but the union is in the dark as to what positive steps have been taken. It is clear that this letter does not prove anything in favour of the union. So the contention of the union is not useful.

9. Before I part with this decision I would like to mention that Sri Ginwalla also argued that the concerned union has no locus standi to sponsor the cause of the 163 persons because it is outsider union and it does not have substantial membership from amongst the workmen of the colliery in question. This point has been taken by the management in paras 6, 7 and 8 of their written statement. In the view which I have already expressed about the non-existence of relationship of employer and employee it is not necessary to embark on an enquiry into the question of locus standi. I, therefore, do not decide locus standi.

10. In the result my concluded award is that the Agent, Methani-Bajdi-Patmohona collieries of Messrs Eastern Coal-fields Limited was fully justified in not paying wages for wagon loaded and in stopping from working the 163 persons with effect from 13-11-1979. In fact there is no question of payment of any wages or of stoppage of any work. It follows that the concerned 163 persons are not entitled to any relief.

This is my Award.

M. P. SINGH, Presiding Officer

Dated, Calcutta,

the 27th December, 1984.

[No. L-19012(29)/82-D.IV(B)]
S. S. MEHTA, Desk Officer

New Delhi, the 4th January, 1985

S.O. 246.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the management of the Western Railway, Jaipur Division, and their workmen, which was received by the Central Government on 28th December, 1984.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 53 of 1978

In the matter of dispute between :

Chander Prakash S/o Sh. Kundan Lal, r/o,
Village Kamona, P.O. Kamona, District Bulandshahar.

Versus

Western Railway, Jaipur.

APPEARANCES .

Shri T. S. Bheel—for the Management

Shri A. D. Grover for the workman.

AWARD

Central Government, Ministry of Labour on 9th June, 78 vide Order No. L-41011(1)/78-D. II(B) made reference of the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of the Western Railway, Jaipur Division, in terminating the services of Shri Chandra Prakash, Casual Khalasi, with effect from the 24th February, 1975, is justified ? If not, to what relief is the workman entitled ?”

2. Shri Chander Prakash, Substitute Khalasi was engaged as casual labour with the Western Railway under HTXR-Agra Fort (MG) on 22-4-70 and was given temporary status w.e.f. 20-10-70. His services were terminated in April, 72. He was re-engaged as casual labour under the same Authority from 2-6-72 and was granted temporary status w.e.f. 19-7-74. He was retrenched after giving one month's notice vide AME(E) Jaipur's No. E/L/891/1-2 dated 23-1-75 mentioning therein that the services were no more required on account of non-availability of work from the date of expiry of notice period.

3. A number of objections were raised to the said retrenchment including the one that retrenchment compensation due was not paid to him and, therefore, the order was void, ab-initio and that the workman had put in more than 240 days' service in the year proceeding with retrenchment. He claimed reinstatement with full back wages and consequential benefits including benefit of his seniority and absorption as regular employee.

4. The Management of Western Railway contested the claim. It has explained that the applicant was granted temporary status from 29-7-70 but he refused to work as Safaiwala and w.e.f. 27-9-71 he did not turn up for duty. He was re-engaged as substitute on 2-6-72 and was given temporary status from 19-7-74 on completion of four months' continuous service as substitute from 19-3-74 to 21-8-74 in 75 and on leave reserve posts of class IV of C&W Depot, was revised and 18 posts of cleaners and safaiwalas were transferred from one Depot to another Depot. Five posts C&W Depot, Agra Fort were transferred to other depots and there remained no work for the applicant and for four other substitutes and they were given one month's notice of termination of service. No juniors were retained. The applicant was said to be entitled to no relief.

5. The matter has been tried. Evidence led by the parties had been recorded and the arguments by the parties have been heard.

6. The Management has filed a statement of duty performed by the workman and from that statement it is calculated that this workman worked for 307 Days from 26-2-74 to 23-2-75, i.e. he worked for more than 240 days in the year preceding the date of his retrenchment and was entitled to retrenchment compensation under section 25-F of the I.D. Act, 1947.

7. Even if he could be retrenched on account of transfer of certain posts from this Depot to another Depot, the mandatory requirements of Section 25-F I.D. Act, 1947 had to be followed and retrenchment compensation due to this workman had to be paid. This was not done and, therefore, the order of termination of his service by way of retrenchment mentioned earlier become void, ab-initio and the workman continues as worker with temporary status granted to him on 19-3-74 and the retrenchment effected being illegal is set at naught.

8. The workman is entitled to relief and the Management of Western Railway shall treat the order of his retrenchment from service as illegal and void and it shall not be deemed retrenched from 24th February, 75 and he shall be paid for the period since 24-2-75 on the basis that he continued to be a substitute khalasi with temporary status. It may be mentioned that the workman has been working since 31-8-77 with the Management as substitute khalasi in leave and sick vacancies and the payment to be made to him will be for the period 24-2-75 to 30-8-77 for the entire period on the basis of his being substitute khalasi with temporary status.

9. It is also ruled that his seniority may be counted w.e.f. 13-9-74 in temporary status and he shall be entitled to all advantages accruing therefrom. He shall be paid the amount of Rs. 300 as cost of this reference in addition. The Management of Western Railway is directed accordingly by this award.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

December 20, 1984.

O. P. SINGLA, Presiding Officer
[No. L-41011(1)/78-D. II (B)]

New Delhi, the 5th January, 1985

S.O. 247.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Chandigarh in the industrial dispute between the employers in relation to the management of Beas Sutlej Link Project and their workmen, which was received by the Central Government on the 27th December, 1984.

BEFORE SHRI I.P. VASISHTH, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CHANDIGARH.

Case No. ID 105 of 1980 (N. Delhi); 32 of 1983 CHD.

PARTIES :

Employers in relation to the Beas Sutlej Link Project.

AND

Their Workmen.

APPEARANCES :

For the Employer : Shri Narinder Singh.

For the Workmen : Shri M. S. Togger (One of the Petitioners)

ACTIVITY : Beas Sutlej Link Project. STATE : Himachal Pradesh.

AWARD

Dated the 20th of December, 1984

The Central Government, Ministry of Labour in exercise of the powers conferred on them under Section 36-A of the Industrial Disputes Act, 1947, per their Order No. L-42011 (10)/77-D.II(B) dated the 24th of September, 1980 read with S.O. No. S-11025(2)/83 dated the 8th of June, 1983 referred the following dispute to this Tribunal for adjudication :—

"Whether the award of the Arbitrator dated 10-10-74 and published in the Gazette of India Part II, Section-3, Sub-section (ii) dated 9th November, 1974 at page 3162 entitles the workers to the benefits of Employees' Provident Fund Scheme from the date of their re-transfer to the establishments covered by the Factory Act or from the date from which the Employees' Provident Fund Scheme was made applicable to these establishments."

2. To trace a short history of the matter, some times in early Seventies there arose a dispute between the petitioner-Workmen comprising of S/Sh. 1. Mohinder Singh S/o Hardit Singh, 2. Narinder Paul S/o Pahu Lal, 3. Jeet Ram S/o Jiwanand, 4. Om Parkash S/o Pahu Lal, 5. Mangal Dass S/o Tika Ram, 6. Raninder Pal S/o Kanshi Ram, 7. Karam Chand S/o Wazira Ram, 8. Basant Ram S/o Ram Dhan, 9. Prabhu Dayal S/o Gokal Chand, 10. Garib Dass S/o Todor Ram, 11. Harbhajan Singh S/o Mohar Singh, 12. Sukh Ram S/o Govind Ram, 13. Laksbri Ram S/o Durga Ram, 14. Ram Parkash S/o Behari Lal and 15. Ram Shri Ram S/o Kala Ram on the point of their transfer from certain Units covered under the Factory Act to an uncovered Unit though controlled by the same Management and represented by the Respondent. After prolonged negotiations the parties entered into an agreement on 13-4-74 and in terms thereof the Appropriate Government, referred the matter to the arbitration of the Regional Labour Commissioner (C) Kanpur under Section 10-A of the Industrial Disputes Act, 1947 per their Order No. L-12012/22/74 LR. III dated 14-5-1974.

3. On concluding with the proceedings before him the Arbitrator gave his Award on 9-10-1974; on setting aside the Management's action he directed it to re-transfer all the effected employees to their Original Units with alike benefits.

4. The aforesaid Award of the Arbitrator was accepted by all concerned and thus the petitioner employees were re-observed in their parent Units. But then there arose a further dispute between the parties as to whether the intervening period spent by the employees in the Transferee Unit was to be taken into consideration for giving them the benefit of the Employees Provident Fund Scheme. The issue could not be sorted out amicably and hence instant reference for clarification of the Award of the Arbitrator.

5. In support of their respective versions both the parties adduced verbal as well as documentary evidence, which I have carefully perused and heard them at length. On behalf of the Management it was vehemently argued that the Tribunal has no jurisdiction on the point-in-issue because its tentamounts to usurping the Government's power for deciding as to whether a particular industry, or part thereof, and its employees are governed by the E.P.F. Scheme. Elaborating his point the learned Representative for the Management drew my attention towards an Award dated 6-5-75 by my Learned predecessor in reference No. 2C of 1974 between the same very parties in which the Management's objection was sustained; even though his Award may not have a binding effect on this Tribunal yet its precedential value can not be overlooked; more so: as it was affirmed by a D.B. of Punjab and Haryana High Court in C.W.P. No. 4081 of 1975 decided on 7-8-1975.

6. Despite its seeming attraction the submission raised on behalf of the Management failed to carry conviction with me. The pertinent point is that this Tribunal is not concerned with the application of the Employees provident Fund Scheme on any particular Unit, rather the limited question here is, as to what is the effect of an invalid transfer from a covered Unit to an uncovered one on the fate of the employees? To come to the grips with the problem, it is the common case of the parties that at one stage the petitioners were employed

in a Unit which was covered by the Employees Provident Fund Scheme, the Management transferred them to an uncovered Unit but the said transfer was held to be illegal by the Arbitrator. Significantly enough the Management abided by his Award and in pursuance thereof re-transferred all the petitioners to their parent Units.

7. At this stage it may be in the fitness of things to reproduce the relevant portion of the said Award which reads as under.

"Therefore in the circumstances I am of the opinion that the management had no right to transfer the said workmen from establishment covered under Factories Act to establishment not covered under Factories Act and so their action in doing so was not legal and justified and they be transferred back to the establishment covered under Factories Act with alike benefits."

8. A bare reading of above quoted clause should leave no manner of doubt that the Arbitration had held the impugned transfer void ab-initio and, such, non-est. In my considered opinion the moment the parties accepted the Award and implemented the same, by necessary implication, they conceded that in the eye of Law there was no transfer at all. To put it in other words a legal fiction followed for the assumption that the petitioners had through out been serving their parent Units with all the rights and obligations. It would, thus, be going against the spirit of the Award to assert that they are entitled to the benefit of the Employees Provident Fund Scheme only from the particular date when they re-joined their parent Units.

9. I, therefore, return my Award in favour of the petitioner-workmen with the finding that the aforesaid Award of the Arbitrator entitled them to the benefit of the Employees' Provident Fund Scheme from date when it was made applicable to their parent Units and that the intervening transfer to a Unit not covered by the said Scheme should be ignored as or no consequence.

Chandigarh 20-12-1984. I. P. VASISHTH, Presiding Officer

[No. L-42011(10)/77-D. II(B)]

New Delhi, the 8th January, 1985

S.O. 248.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jaipur in the industrial dispute between the employers in relation to the management of Post & Telegraph Department in respect of their establishment at DET Beawar and their workmen, which was received by the Central Government on the 3rd January, 1985.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JAIPUR

Case No. CIT-32/1982

REFERENCE:

Desk Officer, Government of India, Ministry of Labour, New Delhi Order No. L-40012(8)/81-D. II(B) dated 23rd August 1982.

In the matter of an Industrial Dispute

BETWEEN

Shri Samarath Lal S/o Shri Gamna Ramji Kumbar

AND

Divisional Engineer Telegraphs, Post & Telegraphs, Beawar.

AWARD

PRESENT:

For the Applicant: B. M. Bagra
For the Opposite Party: Shri Om Prakash and
Shri B. P. Gupta
Date of Award: 25-11-1985

This case is about the retrenchment of one Shri Samarath Lal S/o Shri Gamna Lal ji Kumbar.

2. As per the statement of claim Shri Samarath Lal joined the services as a casual worker in the month of November 1976. He worked as such satisfactorily but he was removed from service with effect from February 1st 1981. The worker challenges his removal which he describes as retrenchment on the ground that section 25 F of the Industrial Disputes Act, 1947 (for short the Act hereinafter) was not complied with in as much as neither one months notice nor pay in lieu thereof was given to him. No retrenchment compensation was given to him.

3. The divisional engineer P. & T. Beawar in its reply does not dispute that the worker Shri Samarath Lal worked till January 31st 1981, but its case is that he was employed not in November, 1976 as alleged by him but only in the month of June, 1977. It is also the case of the opposite party that he was only a casual daily rated worker and was paid wages on daily rate. He was kept under Rule 150 to 171 of Financial Rules, which have been framed by virtue of powers vested under Article 183 of Constitution of India. Under the Rules there is no provision of giving one month's notice, notice pay or retrenchment compensation. It is also the case of the opposite party that Shri Samarath Lal was offered an alternative employment but he declined.

4. In support of his case the worker has filed his own affidavit and on behalf of the opposite party affidavit of Shri Om Prakash, incharge of this case has been filed.

5. I have heard the parties and have perused the record of the case.

6. The first question is as to whether Shri Samarath Lal was appointed in the month of November 1976 as alleged by him or in the month of June, 1977 as is the case of the opposite party? In the statement of claim Shri Samarath Lal has come out with a case that he is working since 1976. In his affidavit also he has reiterated it. A look at the reply of the opposite party filed to the statement of demand of the worker will make it clear that in para 1 of the reply the fact of Shri Samarath Lal being appointed since November 1976 as contained in para 1 of statement of claim has neither specifically or implidely denied. In view of this fact it should be presumed that Shri Samarath Lal was working since November 1976 as alleged by him. Not only this a look at the cross examination on affidavit of Shri Samarath Lal will make it clear that he was not cross examined with regard to para 1 of his affidavit wherein he stated that he was working since November 1976. No doubt Shri Om Prakash in cross examination on his affidavit has stated that it is wrong that Shri Samarath Lal started working from November 1976, he started working since June 1977, but in view of the position explained above, more so thereby be specific denial of para 1 of statement of demand. It cannot be said that the case of the opposite party is correct. On record, it can, therefore, be said that it has been satisfactorily proved that Shri Samarath Lal started working in the office of Divisional Engineer since 1st November 1976.

7. The next question is as to whether the removal from service is not in accordance with law? Mr. Gupta learned counsel for the opposite party has contended that it is not a case of removal from service but according to him it is simply a case where a casual daily rated worker was discontinued. It cannot be disputed that whether it is a case of removal from service or a discontinuity of a daily rated worker, it is a case of retrenchment as defined in section 2(oo) of the Act. Under that definition it means the termination by the employer of the services of a workman for any reason whatsoever otherwise than as a punishment inflicted by way of disciplinary action. The law is settled and it is not necessary to refer to any of the decided cases that if the services of a worker are discontinued or he is removed from service or discharged otherwise than by way of punishment as a disciplinary action,

it is a case of retrenchment within the meaning of Section 2(oo) of the Act. As already stated earlier there is no controversy between the parties that Shri Samarath Lal was removed from service w.e.f. February 1st 1981. I have already held earlier that he was working with the opposite party since 1st November 1976. There is material on record that during the year immediately preceding the retrenchment he had worked more than 240 days in a year. In this connection it will suffice to refer to the cross examination of Shri Om Prakash on his affidavit. Thus Section 25-F of the Act was attracted as Post and Telegraphs Department is an industry and this point is no longer res-integra.

8. Admittedly no one months notice or notice pay in lieu thereof nor compensation was paid to Shri Samarath Lal as required under Section 25-F of the Act. The argument of Mr. Gupta that the provision do not apply as he was a casual daily rated worker has no force. The provisions of section 25-F of the Act are attracted to all cases of retrenchment of workers in an industry, which the post and Telegraph department is. In the reply filed by the opposite party to the statement of claim of the worker reference has been made to clauses 150, 171 of the Financial Rules. Financial Rules only describe the procedure relating to the initial and other accounts of tele-communication services (including wireless). They deal preliminarily the expenditure on construction, re-construction and Maintenance of tele-communication, plan of the department and also with recoveries for plan supply by railways. They are supplementary to the rules contained in the Post and Telegraph Financial hand Book (Vol. 1) which are applicable to the accounts of tele-communication service except where there is anything repugnant in the subject or context of the letter or except in so far as the rule contained are repugnant to the rules contained in the volume. Thus firstly the Financial Rules do not relate the appointment of any member of the staff casual or otherwise and only deal with the procedure relating to the initial and other account of the department and secondly once the provision of the Act are attracted, the establishment being an industry, before the services of an employee whether casual or otherwise can be retrenched it is a must that provisions of Section 25-F of the Act and other beneficial provisions should be complied with. Thus the retrenchment of Shri Samarath Lal is illegal and is non-est because of the contravention of the provisions of section 25-F of the Act.

9. So far as the relief is concerned, the argument of Mr. Gupta is that no sooner he as removed from service on the ground that there was no work, he was offered an alternative employment as and when there was work, but he declined and as such it is not a case where he should be reinstated or atleast where he should be reinstated with back wages. In this connection he has referred to certain documents which are on record. The first is dated December 1st 1981 from the Junior Engineer Tele-communication (Group) Sirohi. Under that letter Shri Samarath Lal was informed that he was verbally informed in the month of June 1981 that he can come on work but he did not agree on the ground that his case was going in the Labour Court. He was again informed that if he was willing as a casual labourer on muster roll then he should inform in three days. Shri Samarath Lal appears to have replied to this letter and showed his willingness to work on muster roll, but intimated that he had never been informed that in case he joins his case pending in Labour Court shall proceed and he is bound by the decision. Shri Samarath Lal was again informed by the D.T. Beawar that he should contact the Junior Engineer, Telephones and should know from him the place where he should work. Shri Samarath Lal again replied that he is willing to work subject to the decision of his case and that his appointment should be regularised. By subsequent letter also he was informed to join as casual labourer but he was replied that it was only a show business as inspite of approach to the Junior Engineer (Samarath Lal) was not taken in service. Shri Samarath Lal requested that he should be appointed as class IV servant.

10. From these papers which have been just discussed, it does appear that Shri Samarath Lal was offered an employment in the months of May, 1981, but for one reason or the other he did not avail of it and main reason appears to be that he

wanted to be absorb permanently in service. Thus though it is a case of contravention of provisions of section 25-F of the Act and as such of reinstatement but I do not find a case where full back wages with reinstatement should be awarded.

11. Looking to the fact that he was offered an alternative employment in the month of May 1981, but did not accept, I feel that he should be awarded full back wages for the months of February, March, April and May, 1981 and thereafter only 25 per cent of his wages. I, therefore order that Shri Samarath Lal shall be reinstated in the job which he was occupying at the time of retrenchment with effect from 1st February 1981 and will get full back wages for the period February to May, 1981, and 25 per cent wages thereafter. He shall not be taken in service forthwith. He shall be entitled to continuity in service and all other benefits financial or other wise which may be available to him from time to time under the relevant rules applicable to him. In case arrears of back wages as aforesaid are not paid within one month of publication of this Award Shri Samarath Lal shall be entitled to 9 per cent interest per annum on the arrears of wages.

12. Let the case be sent to the Central Government for publication under section 17(1) of the I.D. Act, 1947.

MAHENDRA BHUSHAN SHARMA, Presiding Officer
[No. L-90012(8)/81-D, II(B)]

S.O. 249.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Kanpur, in the industrial dispute between the employers in relation to the management of Cantonment Board, Landour, Mussoorie (Dehradun) and their workmen.

IN THE COURT OF CENTRAL GOVT. INDUSTRIAL
TRIBUNAL CUM LABOUR COURT KANPUR.

PRESENT :

Sri R.B. Srivastav

In the matter of dispute between

Mohd. Yamin

V/S

CANTT. BOARD

L. D. No. 166 of 1981

For Workmen : Shri Ravi S nha.

AWARD

The Central Govt. vide its order No. L-13012 (6)/81-DII. B dated 12-11-81 sent the following reference for award.

"Whether the action of the management of Cantonment Board, Landour, Mussoorie (Dehradun) in terminating the services of Shri Mohd. Yamin, Ex-Tax Collector, with effect from 18-10-1977, is legal and justified? If not, to what relief is he entitled?"

It is common ground that the workmen was appointed as a Tax Collector in the Cantt. Board Mussoorie w.e.f. 1-6-74 in the scale of Rs. 200-320. He was confirmed by the resolution of Board 1-8-75 but that was subject to waving his age limit at the time of appointment by GOC in Chief as he was over age and his name was also not sponsored by employment exchange.

According to Cantt. Fund Servants amended Rules 1972 no person below 18 years and more than 25 years can be appointed to any post under a Board, but the age relaxation could be possible by GOC in Chief. Despite recommending the case of applicant twice the GOC in Chief did not relax the age. He was consequently given one months notice and services terminated on 18-10-77.

It is one of the rare cases when workmen representative being present and the case proceeding ex parte, the award has to be given against the workmen. It is true the workmen has worked in the management concern for more than 240 days but his initial appointment being against rules even Sec. 25F of the I.D. Act will not apply in the instant case.

A workmen whose appointment is prohibited is not a workmen. The applicant is therefore not entitled to any relief. The award is given in the negative i.e. termination of applicants services is legal and justified.

R. B. SRIVASTAV, Presiding Officer

[No. L-13012 (6);81-D.II (B)]

New Delhi, the 10th January, 1985

S.O. 250.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Chandigarh in the industrial dispute between the employers in relation to the management of Bhakra Beas Management Board and their workmen, which was received by the Central Government on the 19th December, 1984.

BEFORE SHRI I. P. VASISTH, PRESIDING OFFICER,
CENTRAL GOVT., INDUSTRIAL TRIBUNAL,
CHANDIGARH

Case No. I.D. 30/80 (Delhi) 45 of 1983 CHD

PARTIES :

Employers in relation to the management of Bhakra Beas Management Board, Nangal Township, Nangal

AND

Their workmen.

APPEARANCES :

For the Employers—Shri R. L. Kaith.

For the Workmen—Shri R. K. Singh.

ACTIVITY : Bhakra Beas Management Board

STATE : Punjab.

Dated the 15th December, 1984

AWARD

The Central Government, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the Industrial Disputes Act, 1947, hereinafter referred to as the Act, per their Order No. L-42011(31)/78-D.II(B) dated the 15th of May, 1980 read with S.O. No. S-11025(2)/83 dated the 8th of June 1983 referred the following Industrial dispute to this Tribunal for adjudication :

- (1) "Whether the action of the Management of Bhakra Beas Management Board, Nangal Township in not maintaining joint pool of quarters for both work charged and regular employees is justified? If not, to what relief the workmen are entitled to?"
- (2) Whether the action of the management of Bhakra Beas Management Board in not allotting the quarters on the basis of joint seniority to be drawn for the allotment of quarters to work-charged employees is justified? If not, to what relief the workmen are entitled to?"

2. The petitioners belong to the work-charge category of the Respondent's employees and are working on its project for the last many years. Their cause was espoused by the Union functioning under the name and style of Nangal Bhakra Mazdoor Sangh. According to the petitioners, the Management has three sets of employees i.e. Regular, Adhoc and Workcharge. The first category consists of the employees allotted to the partner states, the 2nd category was recruited directly by the Management where as the 3rd relates to the labour force recruited at the time of construction of the Project but retained for its operational and maintenance measures. It was averred that in the very nature of things the employees of all the three categories perform the same type of duties rubbing shoulders at a common platform and as such, require a similar treatment in the matter of welfare facilities, including the Residential Quarters. The petitioners complained that by creating an artificial division the Manage-

ment was allotting better type of residential accommodation to the Regular employees whereas they were condemned to live in sub-human conditions in small quarters which lacked even the basic amenities of drinking water and separate latrines etc.

3. They, therefore, raised a demand for pooling the entire available residential accommodation and the allotment thereto to the employees of all the three categories on the basis of a common seniority list i.e. "first come first served".

4. The petitioners propounded that on 9-5-1975 in a joint meeting with the Management, presided over by the Chairman of the Respondent Board and representatives of the workers Union, it was agreed in principle that thenceforth all the allotments would be done on preparing a joint seniority list, so much so that instructions were also issued to the Heads of various departments under the signatures of the Secretary of the Respondent Board for compliance. But even then the Management was not willing to implement its own policy-decision and that resulted in an industrial dispute, which defined any amicable settlement despite the intervention of the Conciliation Officer, hence the Reference.

5. Resisting the proceedings the Management questioned legality of the reference and pleaded that both the Chairman as well as the Chief Engineer (Irrigation) had been wrongly implicated because neither of them was the employer of the petitioners, nor were they concerned with the allotment of the residential accommodation. It was further contended that the Claim Statement deserved to be rejected for want of proper verification.

6. On merits, the existence of different categories of employees and the manner of allotment was conceded but justified on the ground that they belonged to different and distinct sets of cadres with varying Service Conditions and Rules. To be illustrative, it was stated that the regular employees belonged to the partner States whose service conditions were regulated by the Punjab CSR and FR and they were required to pay a certain amount of Cess as House Rent, whereas the petitioners were recruited against a particular work and governed by Certified Standing Orders who enjoyed rent free residential accommodation. The Adhoc employees recruited by the Board, but yet to be allowed to the partner states, were governed by the Punjab CSR & FR and were also liable to pay House Rent for the user of residential accommodation. All the same it was admitted that at one stage, the Chairman of the Respondent Board had agreed to consider the question of allotment of Residential accommodation on preparing a Joint seniority list, but on examination of the proposal it was found to be unpracticable, moreover it appeared to be violative of the provisions of the Reorganisation Act, 1966 as it had a tendency to equate the regular employees of the Partner states with workcharged staff recruited by the Board without exempting them from the Rental-liability.

7. The parties were taken to trial on the following issues framed over and above the terms of reference, by my learned predecessor.

(1) "Whether the dispute has been properly espoused ?

(2) Whether the reference is bad in view of the objection in para No. 2 of the written statement?

8. In support of their respective versions the parties adduced verbal as well as documentary evidence which I have carefully perused and heard them at length.

9. In all fairness to him, the learned counsel for the Management did not seriously press his pleadings giving rise to the above noted preliminary issues. Otherwise too, I find hardly any impropriety in the validity of the reference. After all the dispute was raised by the petitioners' Union which is a recognised and registered body. It represents a considerable number of the workforce whose locus-standi was not questioned at any stage during the Conciliation proceedings before the A.L.C. (C), and it hardly requires any emphasis that the dispute revolves around a common cause relating to their service conditions. Similarly there was nothing wrong in impleading the Management through its

Chairman and others because in the light of Central Govt., Gazette Notification No. B-523(2)/85 Chandigarh, the 26th of June, 1972 published on July 15, 1972 (Asahda 24-1894) they were the proper persons to represent the Management.

10. In the same sequence its objection regarding proper verification of the claim statement also deserves summary rejection because the technical rules of pleadings envisaged by the Code of Civil Procedure are not applicable to the proceedings before the Tribunal.

11. That directly confronts the Tribunal with the crux of the dispute contained in the terms of Reference. As a matter of fact both the issues referred by the Appropriate Government boil down to one single point as to how far the Management's action in separating the regular and work-charged employees in the context of allotment of residential accommodation, is justified and as to how far the petitioners' prayer for a joint seniority list of the eligible workmen, on pooling of the available accommodation, is acceptable.

12. In my considered opinion in so far as the management's action in adopting different yard sticks for the Regular and Workcharged employees is concerned, may not be faulted, because it appears to be based on a rational criterion. The pertinent point is that on the showing of the petitioners themselves they are governed by different Service Rules, in as much as the 'Regulars' are made to pay a part of their salary for residential accommodation whereas the "work-charged" get it ex-gratia, and it has nowhere been projected by the latter that in lieu of the rent-free accommodation they have to lose any other facility or that the Regulars are compensated in some other way. In the very nature of things a person who pays a certain amount of his salary for the residential accommodation deserves a little more consideration than the one who gets it free of charge.

13. On the point of fact the admission made by the petitioners' representative Shri R. K. Singh, during his cross-examination, and the disclosures by the concerned Shri Y. P. Nayyar MW2 clearly establish the proposition that the Workcharged employees enjoy rent free accommodation whereas the regular employees have to pay a part of their salary towards the House Rent for the accommodation allotted to them by the Management.

14. On behalf of the petitioners it was urged that since both the Cadres of employees i.e. Regulars and Workcharged attend to the same nature of duties under the same Employer and labour at common sites, there should be no segregation, and as a matter of fact the logic behind their demand was sustained by the Management itself in a joint meeting held under the presidency of the Board's Chairman on 9-5-1973 when the following agreement was struck :—

"It was agreed on principle that allotment of accommodation would be done according to the category as per pay and according to the allotment rules which would be applicable to the Pt. BMB (Workcharged) employees also. For that purpose joint seniority list would be prepared for all the allocated as well as the BMB employees."

15. Elaborating his point the learned representative of the petitioner-workmen submitted that no evidence what so ever could be adduced by the Management to high-light the alleged practical difficulties which necessitated second thoughts over the settlement and its ultimate withdrawal. On the other hand the statement of their own witnesses sarveshri Kishan Singh Walia MW1 and Y. P. Nayyar MW2 are indicative of the fact that some of the quarters reserved for the Work-charged employees have been allotted to the employees of the other categories without providing any alternative accommodation to the former. In other words there was a sort of amalgamation of the available accommodation to the advantage of the Regulars at the expense of the Workcharged.

16. In the same sequence it was submitted that the accommodation allotted to the Workcharged employees consists of

some very old and dilapidated quarters which lack even the basic amenities of drinking water and separate latrines.

17. In the totality of the situation, to an extent, I feel inclined to sustain the petitioners grouse because once we accept the principle that an employee drawing a given salary is entitled for residential accommodation of a specified type or category then there should be no scope for further classification on the ground of his Cadre-allotment. After all the very idea of heaving separate colonies of the Workers drawing almost identical salaries and working under a common employer on the same work-sites should be repulsive to the concept of a progressive and socialistic pattern of society.

18. However, from the documents Ex. W3 and W5 it appears that the Management have devised different types of accommodation for the various Cadres of the Workers serving under it. To be precise, Cadre wise, every employee has to attain a certain level of salary to become eligible for allotment of a specified category (Type) of accommodation. This Scheme has already been examined and found in order because the "Workcharged" employees enjoy the facility of rent free accommodation whereas the others have to pay a certain account of their salary towards the House Rent. It, therefore, sounds a reasonable balance to frame a common pool of all the employees eligible for a particular type of accommodation, irrespective of their Cadre allotment like Regulars and Workcharged, and then to allot the houses strictly according to the serial wise seniority on the principle of "first come first served." There may be some stray cases of an out of turn allotment on compassionate or administrative grounds but even such allotment should be done sparingly and at the highest level; preferably in consultation with the Representatives of the Workers so that there is no scope of any grumbling and raised eye brows. Similarly the management is expected to go in for an in-depth study of the imbalance created in the earlier allotments wherein some Regulars have been favoured from the 'quota' of the Work-charged employees. Steps should also be taken to assess and make up the monetary loss of the effected Workcharged employees till the time they are given the accommodation of their entitlement.

19. In the same sequence I would like to sound a note of advice to the Management to make an earnest effort for the construction of a sufficient number of quarters fitted with reasonable amenities to as to make the life of its employees a bit more easier and congenial to the Working atmosphere, after all a contented worker is an asset whereas a disgruntled one is a potential hazard to the industrial peace. It is against this back drop that the Management is directed to take immediate steps for providing the basic necessities of drinking water and separate latrines (preferably of flush type) to all the workers.

20. Award returned accordingly, partly in favour of the parties.

Chandigarh.

15-12-1984.

I. P. VASISHTH, Presiding Officer

[No. L-42011(31)/78-D.II(B)]

HARI SINGH, Desk Officer

New Delhi, the 31st December, 1984

S.O. 251.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Grimint Colliery, Post Office Charanpur (Burdwan) and their workmen, which was received by the Central Government on the 22nd December, 1984.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 3 of 1983

PARTIES :

Employers in relation to the management of Grimint Colliery, Messrs Eastern Coalfields Limited, Post Office Charanpur (Burdwan).

AND

New Delhi, the 2nd January, 1983

Their workmen.

PRESENT :

Mr. Justice (M. P. Singh), Presiding Officer.

APPEARANCES :

On behalf of Management.—Mr. L. N. Srivastava, Deputy Personnel Manager.

On behalf of Workmen.—Nobody appears.

STATE : WEST BENGAL. INDUSTRY : Coal.

AWARD

By Order No. L-19012(148)/82-D.IV(B) dated 10th January, 1983 Government of India, Ministry of Labour and Rehabilitation (Department of Labour), referred the following dispute to this Tribunal for adjudication.

"Whether the action of the Agent, Girmint Colliery, M/s. Eastern Coalfields Ltd., Post Office Charanpur (Burdwan) in not placing Shri Dewata Nandan Singh, Pit Munshi in Clerical Grade-II from 1-1-1979 is justified? If not, to what relief the workman is entitled?"

This case has been heard ex-parte.

2. On a reading of the reference it is increasingly clear that the concerned workman Dewata Nandan Singh wanted to be put as a pit munshi in clerical grade-II with effect from 1 January, 1979. Originally he was a line mazdoor. Thereafter he worked as pit munshi from August 1980 and ultimately he was made pit clerk with effect from 31 July 1981. He wants clerical grade-II with effect from 1 January 1979, namely, the post to which he was in fact placed with effect from 31 July 1981. His whole case is based on a circular Ext. M-4 dated 28 March 1979. In my opinion the union have no case. Admittedly there was an earlier reference 11 of 1978. At that time this very concerned workman claimed clerical grade-III. It ended in compromise and an Award (Ext M-1) was passed on 14th August 1982 in terms of the compromise. The concerned workmen thereafter was placed in grade-III with effect from 1st January 1979 as per terms of that award. It is not understandable how the union is pressing its case for placing him in grade-II with that very date, 1 January 1979. The circular Ext. M-4 applied to the existing pit munshi, tub checkers, or traffic munshies. The concerned workman was not then an existing workman of that category. In his evidence Dewata Nandan Singh, Namely, the concerned workman has said that he wanted clerical grade-II as per circular of the Company. As already stated the circular has no application to his case. It may also be mentioned that there was no vacancy in the post of pit clerk grade-II at the time. By Office Order dated 20/28-11-1981 (Ext. M-3) he was made a pit clerk on his giving an undertaking (Ext. M-2 dated 31st July 1981) to the effect that he shall do the additional work assigned to him as mentioned in the circular. MW-1 S. C. Sahasrwanth the manager of the Girmint Colliery spoken about the Award passed in reference No. 11 of 1978. From the documents on record it is clear that there was no vacancy in the post of pit clerk prior to 31 July 1981. Exts. M-5, M-6 and M-7 indicate that the seventh post of pit clerk was created in 1981 only. The claim of the concerned workman therefore to be put to clerical grade-II with effect from 1 January 1979 is unfounded.

3. For the reasons given above I hold that the action of the Agent, Girmint Colliery, M/s. Eastern Coalfields Ltd., Post Office Charanpur (Burdwan) in not placing Shri Dewata Nandan Singh, Pit Munshi in Clerical Grade-II from 1-1-1979 is justified. It follows that the concerned workmen is not entitled to any relief.

Dated, Calcutta,

The 15th December, 1984.

M. P. SINGH, Presiding Officer.

[No. L-19012(148)/82-D.IV(B)]

1355 GI/84

S.O. 252.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 3 Dhanbad, in the industrial dispute between the employers in relation to the management of Nimcha Colliery of M/s. Eastern Coalfields Ltd., P.O. J. K. Nagar, Distt. Burdwan and their workmen, which was received by the Central Government on the 26th December, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 70/82

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Nimcha Colliery, P.O. Jaykaynagar (Burdwan) of M/s. Eastern Coalfields Ltd.

AND

Their workmen.

APPEARANCES :

For the Employers—Shri R. S. Murthy, Advocate.

For the Workmen—Shri J. D. Lal, Advocate.

INDUSTRY : Coal.

STATE : West Bengal.

Dated, the 15th December, 1984

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/S. 10(1) (d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under order No. L-19012(66)/82-D.IV(B) dated the 24th July, 1982.

SCHEDULE

"Whether the action of the management of Nimcha OCP of M/s. Eastern coalfields Ltd., P.O. Jaykaynagar P. O. Jaykaynagar (Burdwan) in not paying the difference of wages and also not regularising as Terex Dumper Operator in Cat. C (Excav.) of S/Shri Bodi Majhi, Mamurchi Dosai, Gendu Gope and Ashok Ghosh with effect from 24-2-1981 is justified? If not, to what relief the workmen are entitled?"

"Whether the action of the management of Nimcha OCP of M/s. Eastern Coalfields Ltd., P.O. Jaykaynagar, Dist. Burdwan in not placing S/Sri Paresb Das, Manoran Tewari, Kamal Bouri Sunil Das and Pina Bouri as Terex Dumper Operator in Cat. 'B' (Excav.) with effect from 1-1-81 is justified? If not, to what relief the workmen are entitled?"

2. The case of the workmen is that they were placed by the management to operate the Terex Dumper on and from 24-2-81 and 1-1-81. But though they have been paid the difference of wages but the workmen mentioned in para No. 1 of the schedule of Reference were not regularised in Category C with effect from 24-2-81 and the workmen mentioned in para No. 2 of the schedule of Reference were not regularised in Cat. B. According to the management, however, as the workmen mentioned in para No. 2 of the schedule did not comply with the qualifications required for placing in Cat. B, hence they were not put in that grade and they are rightly in Cat. C and are getting wages for the same.

3. Regarding the workmen mentioned in para No. 1 it is stated that they have been paid difference of wages from the date as mentioned in the terms of Reference and they are not entitled for regularisation with effect from the date because they were subsequently regularised from 11-1-81 after D.P.C. was held.

4. The point for consideration is as to whether the action of the management in not regularising the workmen mentioned in para No. 1 in Category C with effect from 24-2-81 and not pay the difference of wages is justified and whether the action of the management in not placing the workmen mentioned in Para No. 2 in Category B is justified. If not, to what relief they are entitled.

5. I would first like to discuss about the workmen mentioned in Para No. 1 of the terms of Reference. It is admitted by WW-1 one of the concerned workmen of that para that they have already got difference of wages with effect from 24-2-81 when he along with others were directed to work as Terex Dumper Operator. They were no doubt regularised with effect from 1-1-81 vide Ext. M-3 but their contention is that they should be regularised with effect from 24-2-81.

6. The management has already paid the difference of wages to them and so no harm will be caused if they are regularised with effect from that date. It is no doubt true that in a meeting between the management and the union the management agreed to pay the difference of wages only but the management is not to suffer anything if these workmen are regularised with effect from 24-2-81. The learned Advocate for the management has also not got any serious objection to the regularisation from 24-2-81. In the circumstances the concerned workmen as mentioned in para 1 of the terms of Reference are ordered to be regularised with effect from 24-2-81 and the issue in para No. 1 of the schedule of Reference is answered in favour of the workmen mentioned therein.

7. The next issue is regarding the placing of workmen mentioned in para No. 2 in Category B. It will appear that the workmen mentioned in both the paras are operating on the same type of Dumper and though the workmen in para No. 1 are satisfied with their categorisation in Category C, the workmen in para No. 2 have claimed Category B. It is admitted that they started working as Dumper Operator with from 1-1-81. It is not denied that under N.C.W.A-II a Joint Bipartite Committee was constituted for the Coal Industry and the said agreement is binding on all the parties as it is a settlement. The said committee fixed some categories for Pay Loaders, Operators and certain qualifications were prescribed for Dumper Operators who are to be placed in Grade I viz. Category B which the workmen mentioned in para 2 are claiming.

It reads as follows :

"Dumper Operator Gr. I: A skilled workman with not less than five years experience in the operation of heavy duty of the highway dumpers or coal haulers like Euclide, Makos, Le Tournouau etc. He will operate such equipment of a capacity of 22 tons and above but less than 45 tons. He should also have general knowledge of the mechanism of the equipment and should undertake minor running repairs. He should hold a valid licence endorsed for driving heavy duty vehicles."

Admittedly the workmen concerned were directed to operate Terex dumper with effect from 1-1-81. They have not completed five years experience nor there is any evidence to show that they have general knowledge of the mechanism of the equipment and therefore the question of placing them in Category B does not arise at all. It is admitted that they have been placed in Category C and have also been paid difference of wages. Though WW-2 has stated that out of them 3 persons have been placed in Category B, but this fact has been denied by the management and there is no proof to show that all of them have been placed in category B. As these workmen did not possess the qualifications required for being placed in category B they cannot compel the management to put them in that category. In the circumstances it must be held that the action of the management in not placing them in category B is fully justified.

8. The management has tried to show that these workmen had gone on illegal strike for some period and the demand for category B was made for the first time before the A.L.C. and not before the management and hence the Reference is not in accordance with law and in support of it certain

documents have also been filed. But these facts are immaterial in view of the fact that the workmen mentioned in para 2 do not possess the qualifications required for getting Category B. Hence they are not justified in making this demand nor the action of the management in not putting the workmen in category B cannot be held in any way as unjustified, para No. 2 of the terms of Reference is thus decided in favour of the management.

9. In the circumstances the concerned workmen are not entitled to any relief.

10. The award is passed accordingly.

J. N. SINGH, Presiding Officer
[No. L-19012(66)/82-D.IV(B)]

New Delhi, the 3rd January, 1985

S.O. 253.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Burragarh Colliery, Kustore Area of M/s. BCCL, PO Kustore, Dhanbad and their workmen, which was received by the Central Government on the 27th December, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 42/83

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Burragarh Colliery, Kustore Area of M/s. B.C.C. Ltd., P.O. Kustore, Dhanbad.

AND

Their workmen.

APPEARANCES :

For the Employers—Sri B. Joshi, Advocate.

For the Workmen—Sri S. P. Singh, Genl. Secretary, K.M.C.

INDUSTRY : Coal.

STATE : Bihar.

Dated, the 19th December, 1984

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-24012(26)/83-D.IV(B) dated the 3rd November, 1983.

SCHEDULE

"Whether the demand of the workmen of Burragarh Colliery, Kustore Area of M/s. B.C.C.L., P.O. Kustore, Dhanbad that the workmen mentioned in the annexure below should be regularised as Tundal and paid in Category-IV as per NCWA is justified? If so, to what relief are the said workmen entitled?"

ANNEXURE

1. Sri Basdeo Mochi.
2. Jiten Yadav.
3. Sheban Yadav.
4. Mithal Lal Harijan.
5. Ishrafil Mia (No. 2).
6. Sheonath Verma.
7. Radhamuni Garari.
8. Ramdhari Gope.

9. Jagdish Gope.
10. Ramsurat Ahir.
11. Jaypal Ahir.
12. Bacha Yadav.
13. Moula Yadav.
14. Aklu Kanu.
15. Ramjank Rajbhar and
16. Chandrdeo Shaw.

2. The case of the workmen is that originally they were general mazdoors and since June 78 they were entrusted and designated on the job of stowing mazdoor and were placed in category III. It is stated that while doing the job stowing mazdoor they are carrying and fitting the pipe lines regularly and continuously. It is submitted that in other collieries of M/s. Bharat Coking Coal Ltd., the stowing mazdoor carrying and fitting the pipelines have been placed in category IV, but the management did not place them in category IV though they are doing the similar job it is also stated that the job of stowing is not regularly done in the colliery and in absence of stowing job they are being engaged in the job of Tyndals which is in category IV. According to them they are performing the job of Tyndals since 1978 practically but they have not been placed in category IV. It is prayed that they may be regularised as Tyndals and paid the wages of category IV and the action of the management in not giving them category IV is unjustified.

3. It is admitted by the management that the concerned workmen were initially appointed as general mazdoors and were subsequently promoted and confirmed as stowing mazdoors in category III. According to them the stowing mazdoors are required in connection with hydraulic sand stowing inside the mine and after extraction of coal stowing work is done in the void created after extraction of coal. The stowing work is not done in all the seams but it is specially done below permanent structures in order to prevent its collapse. It is submitted that the concerned workmen worked all along as stowing mazdoors but in the year 1982 the stowing operations were reduced and the concerned workmen became surplus and so they were put on alternative job during the period 1982 till March, 1983 and on most of the days they were put on the job of Tyndals for which they were paid difference of wages. It is also stated that out of the concerned workmen, 7 have been transferred to Bhalgora colliery in March '83 as stowing mazdoors and they are working there as such. It is submitted that the demand of the concerned workmen is illegal as they are performing the job of stowing mazdoors and rightly placed in category III. But whenever they worked as Tyndals they have been paid difference of wages.

4. The point for consideration is as to whether the demand of the concerned workmen that they should be regularised as Tyndals and paid in category IV is justified, If not to what relief they are entitled.

5. WW-1 is one of the concerned workmen who has admitted that the concerned workmen got difference of wages for some period in 1982. His main evidence is that the stowing mazdoors of B.C.C. Limited have been placed in category IV. But the terms of Reference does not indicate as to whether the stowing mazdoors should be placed in category IV or not. According to the terms of Reference the demand is that they should regularised as Tyndals because they are doing the job of Tyndals. In cross-examination WW-1 has stated that when stowing is stopped at one place they carry the pipe to another place where stowing is to be done. The stowing Mistry fits the pipe and they help the Mistry in making connection in the pipe. He has also admitted that joints, valves etc. are to be taken from the stores for joining the pipes and that carriage of pipes etc. are connected with the work of stowing and that all the works connected with the stowing have to be done by the stowing mazdoors.

6. MW-1 is the Manager of the Colliery and according to him the concerned workmen does not perform the job of Tyndals as a Tyndal's job is to carry heavy material and to do job of erection structures etc. It is, however, admitted by him that for some period these workmen were asked to do the job of Tyndals for which they were paid difference of

wages. The payment of difference of wages is admitted by WW-1 also. The Coal Wage Agreement, Vol. 2, page 44 has given the job description of stowing mazdoors and they have been placed in Category III. The job of stowing mazdoor is similar to timber mazdoor and it says that a workman who assists the timber of stowing mistri in setting timber props of 10 ft. and above, steel props, chocks, barricades etc. are to be known as Timber or stowing Mazdoor. Page 46 shows that the Tyndals have been put in Category IV and their job description is as follows:

"Men generally employed in moving engineering stores, drums of oil and greases. Also responsible for erection, dismantling of structures and installation and withdrawal of machinery."

None of the above jobs are performed by the concerned workmen and their job is connected with the stowing work and so they are not entitled to be regularised as Tyndals.

7. The contention of the workmen, however, is that the stowing mazdoors in other collieries of Bharat Coking Coal Ltd., have been placed in Category IV and in support of it they have filed an Office Order Ext. W-1 dated 14-1-80 issued by the East Bhuggatdih Colliery. From this office order it will appear that some Empty Pushers who were asked to work as stowing mazdoor and to perform the job of carrying and fitting of pipes in addition to their own job of stowing mazdoor will get the wages of Category IV till they are engaged in the said job in addition to their own job of stowing mazdoor. This office order thus does not indicate that all the stowing mazdoors have been placed in Category IV. Only those who were to carry pipes in addition to their own duties were to get wages of Category IV. It is not the case of the union that the concerned workmen are performing the job of carrying and fitting of pipes in addition to their own duties. Rather, they carry pipes etc. in connection with the stowing. In such circumstances the concerned workmen are not entitled to be regularised as Tyndals.

8. Considering the evidence on record, it is held that the demand of the concerned workmen to be regularised as Tyndals is unjustified and they are not entitled to any relief.

9. The award is passed accordingly.

J. N. SINGH, Presiding Officer.

[No. L-29012(26)/83-D.IV (B)]

S.O. 254.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2 Dhanbad in the industrial dispute between the employers in relation to the management of Jamadoba Colliery of M/s. Tata Iron & Steel Company Ltd., Post Office Jamadoba, Distt. Dhanbad, and their workmen, which was received by the Central Government on the 27th December, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2) AT DHANBAD

Reference No. 142 of 1982

In the matter of Industrial Disputes under S. 10(1)(d) of the I. D. Act, 1947.

PARTIES :

Employers in relation to the management of Jamadoba Colliery of Messrs. Tata Iron & Steel Company Ltd., P.O. Jamadoba, District Dhanbad and their workmen.

APPEARANCE :

On behalf of the employers : Shri S. S. Mukherjee, Advocate.

On behalf of the workmen : Shri. B.N. Sharma, Joint

General Secretary Janata Mazdoor Sangh.

STATE : Bihar

INDUSTRY : Coal.

Dated, Dhanbad, the 18th December, 1984

SCHEDULE

AWARD

The Government of India in the Ministry of Labour and Rehabilitation in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012(275)/82-D. III(A) dated 7th December, 1982.

SCHEDULE

"Whether the action of the management of Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited in not regularising Shri Jhaman Das as Coal Transport worker when he worked from 1-1-1980 to 20-10-1981 and in pushing him back to work as a Pump Mazdoor is justified? If not, what relief the workman is entitled to?"

Both the parties filed their respective W.S. and the case was being adjourned for evidence in the case. On 10-12-84 a petition was filed by Shri B. N. Sharma, Joint General Secretary representing the concerned workman praying that the case may be disposed of according to law as it is not possible to conduct the hearing of the reference in as much as the concerned workman is not taking interest in the case since long.

In view of the fact the workmen are not interested in the prosecution of the reference, I hold that the action of the management of Jamadoba Colliery of Messrs. Tata Iron and Steel Company Limited in not regularising the concerned workman Shri Jhaman Das as Coal Transport Worker and in pushing him back to work as Pump Mazdoor is justified and that the concerned workman is not entitled to any relief.

This is my Award.

I. N. SINHA, Presiding Officer
(No. L-20012/(275)/82-D. III(A))

S.O. 255.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3 Dhanbad, in the industrial dispute between the employers in relation to the management of Sendra Bansjora Colliery of M/s. Bharat Coking Coal Ltd., and their workmen, which received by the Central Government on the 27th December, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 29/83.

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Sendra Bansjora Colliery of M/s. Bharat Coking Coal Ltd.

AND

Their workman.

APPEARANCES :

For the Employers—Shri G. Prasad, Advocate.

For the Workman—Sri L. Burman, Vice-President, U.C. W.U.

INDUSTRY : Coal.

STATE : BIHAR

Dated, the 15th December, 1984

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/S to (1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-20012(102)/83-D. III(A) dated the 17th August, 1983.

"Whether the action of the management of Sendra Bansjora Colliery in Sijua Area No. V of M/s. Bharat Coking Coal Ltd., in reverting Shri Banfal Chamar, Pump Khalasi to the job of miner/loader from 2-12-1982 and in subsequently stopping him from work was justified? If not, to what relief is this workman entitled and from what date?"

2. The case of the workman Sri Banfal Chamar, is that he was originally appointed in Sendra Bansjora Colliery in the year 1962 as a Miner loader and thereafter he was given the job of a Pump Khalasi with effect from 27-4-82 and was confirmed in that post by the management in their letter dated 8-7-82.

3. It is then alleged that in early December '82 a dispute arose between the Pump Khalasis and the management regarding the extra time involved in banding over the charges to the next shift man. All the Pump Khalasis including the concerned workman made a joint application dated 6-12-82 to the Agent demanding overtime wages for extra time and shortly after receipt of the above mentioned joint representation the Manager by his letter dated 2nd/6th December, '82 reverted the concerned workman to his original job of miner loader with effect from 2-12-82. The workman made representation but to no effect. Subsequently he was stopped from work on and from 28-1-83 and his representations had no effect. He then raised the present dispute which resulted in the Reference.

4. It is submitted that the order of the management reverting the workman to his original job and thereafter stopping him from work with effect from 28-1-83 is illegal and unjustified and it was due to the fact that he was one of the persons who put his signature on the joint representation for overtime wages.

5. The management's case, however, is that the concerned workman was never appointed in any permanent post of Pump Khalasi nor he was confirmed in the said post. It is stated that the concerned workman was working as a Miner Loader requested the management by his application dated 20-4-84 to allow him light job as he was then sick and was old and on humanitarian consideration and on compassionate ground he was temporarily allowed to work as a SWITCH Board Attendant for three months only by letter dated 24/26th April '82. Thereafter on 6-7-82 the workman submitted an application stating that there was no vacancy for Switch Board Attendant and he may be allowed to work as Pump Khalasi on which the management by letter dated 8-7-82 allowed him to continue as Pump Khalasi for a further period of six months. It is submitted that he was never appointed to fill a vacancy in a permanent post of Pump Khalasi nor he was appointed as a probationer nor he was confirmed in the said post and after six months when there was shortage of miners the concerned workman was reverted back to his original job by letter dated 2nd/6th December '82 and was asked to report for duty. But thereafter he absented himself and never came to join as miner loader and so the question of stoppage from work does not arise at all. The contention of the workman that he was originally appointed as a probationer and thereafter was confirmed in a permanent vacancy of Pump Khalasi is totally denied and it is prayed that the Reference be decided in favour of the management. It may, however, be stated that in the rejoinder the workman claimed that he was appointed as a probationer and then he was confirmed in that post.

6. The point for consideration is as to whether the action of the management in reverting the concerned workman to the job of Miner Loader with effect from 2-12-82 and in subsequently stopping him from work is justified. If not to what relief is he entitled.

7. It is not denied that the concerned workman was originally appointed as a miner loader and he was working as such. Ext. M-2 is the petition filed by the concerned workman before the management on 20-4-82. In this petition he stated that he was working as a Loader since 20 years but he was ill for the last six months and was old and hence he should be given the job Pump Khalasi which was

lying vacant, the Manager on this very petition ordered that he may be put as Switch Board Attendant for a period of three months vide endorsement Ext. M-3. Thereafter the concerned workman filed another petition in the month of July '82 stating that he had been ordered to work as Switch Board Attendant but there was no such post of Switch Board Attendant and hence he may be ordered to work as Pump Khalasi. On this application the concerned workman was allowed to work for a period of six months vide endorsement on Ext. M-4. On the basis of this endorsement an Office Order Ext. W-3 dated 8-7-82 was issued in which it was stated that due to exigency of work and on the request of the concerned workman he was allowed to work as a Pump Khalasi for which he will get wages for Category IV. Thus the above order shows that for a temporary period of three months and six months respectively the concerned workman was allowed to work as Switch Board Attendant or Pump Khalasi at his own request and there was no order of the management appointing him as a probationer in any permanent vacancy.

8. The concerned workman in his written statement has stated that he was confirmed in the post of Pump Khalasi from 8-7-82, but the letter dated 8-7-82 (Ext. W-3) does not indicate that he was confirmed in the said post. The original order of the management on his petition Ext. M-4 clearly indicate that he was allowed to work as a Pump Khalasi for a period of six months only and so the contention of the workman that he was appointed first as a probationer and then was confirmed in that post is not proved from any document. Rather, the documents show that he was appointed as a Pump Khalasi for a period of six months only.

9. The management by letter Ext. W-2 dated 2nd/6th December '82 reverted back the concerned workman to his original job as Loader. He made a representation on which the management by letter Ext. W-4 dated 4-2-83 informed him that at his request he had been directed to work as a Pump Khalasi for certain period and he was never appointed in any permanent vacancy and after the expiry of the period he was rightly reverted back to his original job.

10. The case of the workman, however, is that as all the Pump Khalasis made a joint representation for overtime for the time taken in making over and handing over charge hence he was reverted back to his original post and this was mala fide action of the management. In support of it he has filed Ext. W-5 the joint representation filed by the Pump Khalasis. It may be stated that the workman in his evidence has admitted that no overtime has till now been paid for the time taken in making over and taking over charge and the Manager MW-1 has stated that no time is taken in making and handing over charge. This representation appears to have been received in the Office of the management on 7-12-82 as per endorsement made on it. But the order of reversion was actually typed on 2-12-82 and it was issued on 6-12-82 and so it cannot be said that the reversion was as a wake of the representation made by the Pump Khalasis. Further if the management had any mala fide intention then some actions would have been taken against other Pump Khalasis also and there was no question of picking up the concerned workman only.

11. Thus from all the above evidence it is clear that the reversion was not due to any mala fide intention of the management and further the concerned workman was never appointed on probation as a Pump Khalasi in any permanent vacancy nor he was confirmed in that post as contended by him. He was no doubt asked to work as Pump Khalasi for some time at his own request and after something he was reverted back. In the circumstances the action of the management in reverting the concerned workman to the job of Miner Loader cannot be held to be unjustified.

12. The next question is as to whether he was stopped work as alleged. According to the management the concerned workman after the reversion order never came to join his duty and so there was no question of stopping him from work. It was urged that the concerned workman

is at liberty to join as a Loader and the management would have no objection to it. In support of the fact that the concerned workman absented himself after the passing of the reversion order and did not join his duty is corroborated from the attendance registers filed on behalf of the management which have been marked Exts. M-7 and M-7/1. The concerned workman in his evidence has stated that after order of reversion he had taken Casual Leave for 4 days and 2 weeks leave without pay and after expiry of leave he joined his duty as Pump Khalasi but was not allowed to join. No document has been filed to show that he had taken casual leave for 4 days and 2 weeks leave without pay. There is also nothing to show that he joined his duty as a Pump Khalasi. It is clear that after passing of the reversion order he absented himself voluntarily and so there was no question of stopping him from work. He is at liberty to join his post as a Miner Loader which he was holding previously. In the circumstances it must be held that the concerned workman was not stopped from work and the action of the management is not unjustified.

13. Both the issues are thus answered in favour of the management.

14. The award is passed accordingly.

J. N. SINNH, Presiding Officer
[No. L-20012(102)/83-D. III (A)]

S.O. 256.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2 Dhanbad in the industrial dispute between the employers in relation to the management of Dhansar Colliery of M/s Bharat Coking Coal Ltd., Post Office Dhansar Distt. Dhanbad, and their workmen, which was received by the Central Government on the 26th December, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 2 of 1982

In the matter of Industrial Disputes under Section 10 (1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Dhansar Colliery of Messrs. Bharat Coking Coal Limited, Post Office Dhansar, District Dhanbad and their workmen.

APPEARANCES :

On behalf of the employers : Shri B. Joshi, Advocate.

On behalf of the workmen : Shri S. Bose, Secretary,
R. C. M. S. Union.

STATE : Bihar

INDUSTRY : Coal

Dated, Dhanbad, the 17th December, 1984

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012(292)/81-D. III(A), dated, the 12th January, 1982.

SCHEDULE

"Whether the action of the management of Dhansar Colliery of Messrs. Bharat Coking Coal Limited, Post Office Dhansar, District Dhanbad in not allowing Shri Shambhu Bauri to resume his duties on his original post with continuity of service and with retrospective effect is justified? If not, to what relief is the concerned workman entitled?"

The case of the workman is that the concerned workman Shri Shambhu Bauri was employed in East Bastacolla

Colliery as a miner/since 6-1-71. In 1975 coal raising from East Bastacolla Colliery was stopped by the management and the concerned workman along with several others were posted in North Bhagabandh section of Dhansar Colliery as miner/loader. The Identity Card issued by the management to the concerned workman shows his date of employment as 6-1-71 and bears all the particulars of his personal identity such as name, father's name, home address, Identity Card Number, Number in Form B Register, Coal Mines Provident Fund Account Number, date of issue of the Card bearing signature of the issuing authority, and his photograph. Since after his transfer to North Bhagabandh section of Dhansar Colliery in 1975 he continued to work there without any objection from any quarters questioning the genuineness of his identity. The concerned workman got sick sometime in 1976. As he was not provided with any quarter in Dhansar Colliery, he was compelled to remain away to his village home during the period of his illness. On recovery from his illness the concerned workman reported for duty in January, 1977 but he was not allowed to resume his duty and his work was stopped by the management. The concerned workman was given no reason for the stopping of his work. The management did not issue any notice to him before stopping him from duty. The concerned workman as well as union made several representations before the management but he was not allowed to resume his duties. Thereafter the union of the workman made representation before the ALC(C), Dhanbad who took up the matter and held conciliation proceeding which ultimately ended in failure. On failure report being sent by ALC(C), Dhanbad, the Government of India referred the dispute to this Tribunal for adjudication. It is submitted on behalf of the workmen that the action of the management in not allowing the concerned workman to work with effect from January, 1977 was not justified and that he was entitled to be reinstated with continuity of service and full back wages and other allowance and consequential benefit.

The case of the management is that there was one person named Shri Shambhu Bouri who was working as Miner/loader working at Dhansar Colliery. He left Colliery without information and abandoned his services. Another person taking advantage of the situation posed himself as Shambhu Bouri and entered in the services surreptitiously with the connivance of certain staff of the colliery. When the fact of impersonation was detected the said person was not allowed to continue further in the employment. There were several other persons who had impersonated and on detection they were all stopped from employment and were directed to prove their genuineness. A committee was constituted to examine all the cases of impersonation and was asked to submit a report regarding the workmen whose genuineness were in doubt. Shri G. D. Pandey, who has sponsored this Industrial dispute of the concerned workman was one of the members of the Committee representing the RCMS union and was entrusted with the responsibility of recording the statement of all the workmen and to examine all the documents such as Form B Register, Identity Card Registers etc. relevant for the purpose and to give his own opinion regarding genuineness of the workmen who had been suspected to be impersonators and inductees. Thereafter the committee prepared the report and submitted the same to the management. The said RCMS union had found the concerned workman as impersonator and as such did not produce him before the committee where the Union's own Secretary had been entrusted with the job of recording statement and for giving a finding that the workman is genuine or not. No document was produced before the committee to establish the genuineness of the concerned workman. Neither the concerned workman nor Shri G.D. Pandey or any other person of the union had earlier claimed the concerned workman as genuine till the period of raising the present dispute in the year 1983 through Shri G. D. Pandey. The present dispute has been sponsored by creating concocted document to get an impersonator in the employment of the colliery. The concerned workman had never been employed at East Bastacolla Colliery and he had entered into the services surreptitiously at the time of issue of Identity Card to him. On the above plea it is submitted on behalf of the management that the Award be made in their favour.

The only question to be determined is whether the concerned workman should be allowed to resume his duties

on his original post with continuity of service from the retrospective effect.

The workmen have examined two witnesses and the management also have examined two witnesses in support of their respective cases. The management has further exhibited nine documents and the workmen also have got some documents exhibited in support of his case.

It is admitted by the management that there was one Shambhu Bouri working at Dhansar Colliery WW-1 Shambhu Bouri is the concerned workman. He has stated that since 6-1-71 he was working as under ground Miner in East Bastacolla Colliery. He has produced his Identity Card Ext. W-1 which was subsequently issued by BCCL after the take over. The said Identity card has been issued in the name of Shambhu Bouri Miner son of Panchu Bouri Sl. No. in Form B Register 99, date of employment 6-1-71, admitted to the CMPF in December, 1971 and CMPF No. being C/403563. It further gives the permanent address as Village Mahula, P. S. Para, P.O. Chautalla Bhagabandh, District Purulia. The said Identity Card was issued on 1-4-74 and the Identity Card No. is EB/233215. The management has filed Form B Register of employees of Dhansar Colliery. Ext. M-2 in the said Register bearing Sl. No. 1123 is in respect of Shri Shambhu Bouri son of Panchu Bouri, Miner. It has further shown that the date of commencement of his employment was 6-1-71 and it will appear from the remarks column that he had been transferred from East Bastacolla Colliery. In the col. meant for the home address of the employees "Do" is written and above it there is entry in respect of Diwakar Bouri and Budhu Bouri in Sl. No. 1122 and Sl. No. 1121 respectively, whose address is stated to be village Mahula, P. S. Para, P.O. Chautalla Bhagabandh, District Purulia. It will thus appear that the address of Shambhu Bouri stated in Form B Register is the same as stated in the Identity Card Ext. W-1. WW-2 Budhu Bouri belongs to the village of the concerned workman and he was also working in East Bastacolla Colliery and his identity card has been marked as Ext. W-1/2 issued by BCCL. This WW-2 has stated that the concerned workman used to work along with him, WW-2 was transferred from Dhansar to Kusunda Colliery. He has also stated that Diwakar Bouri was also working along with them and the identity card of Diwakar Bouri is Ext. W-1/1. He has stated that the concerned workman Shri Shambhu Bouri had fallen sick and had gone to his village and when he came after recovery he was refused employment. In the first line of the cross-examination he has stated that Shambhu Bouri belongs to his village. The name of Budhu Bouri WW-2 is at Sl. No. 1121 of Form B Register and from the address stated in Form B Register it appears that he as well as Shambhu Bouri belongs to the same village and were transferred from East Bastacolla Colliery. Thus WW-2 is a competent witness to say that it was the concerned workman Shri Shambhu Bouri who was working along with him at East Bastacolla Colliery and was subsequently transferred to Dhansar Colliery. No workman either from Dhansar Colliery or any other person who was formerly working in East Bastacolla Colliery who was transferred to Dhansar Colliery has come forward to say that the concerned workman was not the Shambhu Bouri who had worked in East Bastacolla Colliery and was transferred to Dhansar Colliery. MW-1 was Asstt. Personnel Manager in Kusunda Area No. VI in 1976. He has stated that on the instructions of the General Manager he had gone to Dhansar Colliery on 30-1-76 to examine all such cases of impersonation and induction in Dhansar Colliery and he had submitted his note Sheet Ext. M-1 to the General Manager which includes a list of imposters. It will appear from the annexure of the said Ext. M-1 that Shambhu Bouri at Sl. No. 13 was found by him to be an imposter. He came to a conclusion that Shambhu Bouri was an Imposter on two grounds. He has stated that the name of Shambhu Bouri was not found in the Identity Card Register and that in Sl. No. 1123 of Form B Register, the signature of LTI of Shambhu Bouri was not given in the last column and that home address and local address was also not mentioned against the name of Shambhu Bouri. So far the Identity Card register is concerned the management has produced the same which has been marked as Ext. M-3 in respect of Dhansar Colliery. Sl. No. 1 begins with Identity Card No. 230551. and ends with Sl. No. 784, identity card No. 231383. This Identity card register admittedly does not contain the name of the concerned workman Shambhu Bouri as his identity card

No. is 233215. This number must be in some other identity card register which the management has not produced and has given no reason as to why the same has not been produced. It cannot be decided on the basis of Ext. M-3 that the name of the concerned workman is not included in any of the Identity Card Register and if MW-1 has given his findings of imposter of the concerned workman on the basis of Ext. M-3. I must say that he was not very careful in coming to that conclusion without going through the identity card register containing identity card number 231384 and onwards. The management has not challenged that WW-2 Budhu Bouri is not working in the colliery as Miner. Ext. W-1/2 which is the identity Card of Budhu Bouri shows that his Identity Card No. EB 233213. Ext. W-1/1 is the Identity Card of Diwakar whose identity card Number is 233214. Thus it will be clear that there was some other identity card register than Ext. M-3 in which the names of Budhu Bouri and Diwakar Bouri and the concerned workman Shambhu Bouri was entered. Thus the first ground on which MW-1 depended has no sound footing. He has stated that the signature or LTI of Shambhu Bouri was not given in Column meant for it in the Form B Register. It is true that there is no signature or LTI in Column No. II against the entries of Shambhu Bouri in Sl. No. 1123 of Form B Register. But it will appear from the evidence of MW-1 in the cross-examination that in Sl. No. 1132 of Form B Register there is no signature or LTI or the permanent home address and local address. I have looked into the entries in Sl. No. 1132 of Form B Register which is in the name Bipan Manjhi. It will appear that neither his home address nor the date of commencement of employment nor the date of first appointment with the present owner is entered although he also appears to have been transferred from East Bastacolla Colliery. There might be some other workmen in Form B Register whose particulars have not been fully stated and on this account only a person cannot be held to be an imposter. MW-1 has stated that the address of the concerned workman was not mentioned against his name but as I have already discussed above that it will appear that there is an entry of word "Do", in the column regarding home address and above it is the address of two workmen whose village, P.S. P.O. and district is the same as that of the concerned workman and as such it cannot be said that the address of the concerned workman was not stated in Form B Register. It will thus appear that two grounds on which MW-1 had come to the conclusion that Shambhu Bouri was an imposter is ill-founded and the said reasons cannot hold good to hold that the concerned workman was an imposter.

It is the case of the management that Shambhu Bouri who was a workman of Dhansar Colliery had left the colliery without information and had abandoned his services but there is absolutely no evidence in support of the said fact. No witness has come forward to say that the said Shambhu Bouri had abandoned the services and was a person different than the concerned workman. In my opinion the management has not been able to establish that there was any other Shambhu Bouri who had earlier abandoned the services and thereafter the concerned workman had entered the services posing himself as Shambhu Bouri.

It is admitted on behalf of the workmen that a Screening committee had been constituted to screen the genuine workmen. MW-2 was a member convener to the said committee. He has stated that Sri G. D. Pandey was also a member of the said committee on behalf of the RCMS Union who had recorded the statement of the workmen and had examined documents. He has proved the report of that committee Ext. M-6. MW-1 has proved the notes Ext. M-7 which are in the writing of Shri G. D. Pandey. On perusal of the report and the notes Ext. M-6 and M-7 it will appear that the concerned workman had not appeared before the said committee. Thus the findings of the committee does not stand a bar against the concerned workman and the management cannot say that the committee had declared the concerned workman as imposter.

The case of concerned workman is that in 1976 he had fallen sick and as he had no quarter he had left for village home where he was getting himself treated. WW-1 has stated that he had attended the Central Hospital Jasjiwan Nagar and has produced the Outdoor Ticket Ext. W-2 dated 18-10-76. Ext. W-3 and W-3/1 are prescriptions which the concerned workman got after he was examined by a private doctor near his village. These prescriptions are dated 27-11-76 and 1-11-76.

Ext. W-4 dated 26-1-78 is a certificate issued by Capt. Dr. U. S. Chatterjee under whose treatment the concerned workman was. It will appear from Ext. M-4 that the concerned workman was under his treatment from 14-12-76 to 26-1-78 and that he was fit to do his duty he was advised to join his duty from 27-1-78. In the rejoinder to the W.S. of the workmen filed by the management it will appear that management was not in any position to admit or deny the sickness of the concerned workman in the year 1976. Thus the management had no positive material before it to establish the falsity of the illness of the concerned workman and the genuineness of the prescriptions and certificate issued to him. The concerned workman and his co-villager have both stated about the illness of the concerned workman. Their oral evidence is supported by the prescriptions and the medical certificates. In the above view of the matter it appears that the concerned workman was sick during the year 1976 and 1977 and was fit to join his duty in January, 1978.

It is admitted by the concerned workman that after he became sick he left for village without obtaining any permission from the Colliery. It will also appear that he had absented for a pretty long time. It will appear from the evidence of MW-1 that he does not know if there is any Standing Orders of Dhansar Colliery but he is in know of the fact that where there is no certified standing orders, the model standing orders prevails in BCCL. The management has not filed any Certified standing orders of Dhansar Colliery and as such it appears that there is no certified standing orders and that it is governed by the Model Standing Orders. The Model standing orders provide that when a workman absents without permission for more than 10 days, it is misconduct. As such the workman cannot be removed from service unless a proceeding is drawn up against him specifying the charge and giving him an opportunity for defending in the said proceeding. Admittedly, no charge was drawn up against the concerned workman for misconduct of absenting for over 10 days without permission MW1 has stated that there was no publication in the newspaper to find out the whereabouts of the concerned workman & as such find out the whereabouts of the concerned workman and as such it appears that no notice was issued by the management before removal of the concerned workman from service. Thus from service without any proceeding. It has been held in 1984-Lab-IC. 1651 by a Division bench of the Hon'ble High Court of Judicature at Patna that whether the termination of service is brought about by voluntary or involuntary action, whether that result is produced by overt act or by operation of the provisions of Standing Order the termination would be retrenchment within the meaning of S. 2000 since of the fact of termination is only relevant, however produced is irrelevant for the applicability of S. 25 F. Once the termination does not fall in any one of the excepted categories enumerated in S.2 (oo) the termination of service even if it be according to automatic discharge from service under an agreement or by efflux of time or by the default of the workman it would be retrenchment attracting the compliance of S.25F (a) and (b) of the Act. Their Lordships further held that since the termination of service amounting to retrenchment without compliance with the provisions of S.25F renders the termination void ab initio and inoperative, it cannot be said that in such a case, the employee would not be entitled to reinstatement and backwages. There is no question of granting reinstatement because there is no cessation of service. A mere declaration follows that the employee continues to be in service with all consequential benefits. As already discussed above it will appear that the termination of the services of the concerned workman does not fall in any one of the exception enumerated in Section 2(oo) of the I.D. Act. In view of the above law even the facts of abandonment by the concerned workman as pronounced by the management will be covered under Section 2(oo) of the I.D. Act and as the provision of Section 25(F) of the I.D. Act have not been complied with the services of the concerned workman cannot be terminated and under the law it has not been terminated.

However, it will appear from the W.S. of the concerned workman that he had reported for duty in January, 1977 but from the evidence adduced on behalf of the concerned workman it will appear that he was under the treatment of the Doctor in the year 1976-77 and the doctor had found him fit to resume his duty from 27-1-78 and as such it appears that the concerned workman had not appeared before the management in January, 1977 but had appeared only after 27-1-78. It will appear from para 3 of the W.S. of the management that the union had raised the industrial dispute in res-

post of the concerned workman in the year 1981. There is no denial of this fact by the concerned workman. The concerned workman has not given any evidence as to what he was doing from 1977 to 1981 when he alleges to have appeared in January, 1977 before the management demanding work. It appears, therefore, that as he was absenting so long without any permission, the concerned workman should not get the wages for the period prior to the raising of the Industrial dispute by the union in the year 1981.

In view of the discussions made above I hold that the action of the management of Dhansar Colliery of M/s. B.C.C. Ltd. in not allowing the concerned workman Shri Shambhu Bouri to resume his duties on his original post with continuity of service is not justified. I hold that the concerned workman shall be entitled to continue in service from the date of the termination of his services and would get all benefits but he will not be entitled to the wages from the date of his absence till January, 1981 and that he would get his dues from the month of February, 1981 as admittedly he had raised industrial dispute in the month of February, 1981.

This is my Award.

I. N. SENHA, Presiding Officer

[No. L-20012(292)/81-D.III (A)]

S.O. 257.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Gidi-A Colliery of Central Coalfields Limited, Post Office Gidi-A Distt. Hazaribagh and their workmen, which was received by the Central Government on the 29th December, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 109 of 1982

In the matter of Industrial Disputes under S. 10(1)(d) of the I.D. Act, 1947

PARTIES:

Employers in relation to the management of Gidi-A Colliery of Central Coalfields Limited, Post Office Gidi-A, District Hazaribagh and their workmen.

APPEARANCES:

On behalf of the employers—Shri R. S. Murthy, Advocate.

On behalf of the workmen—Shri Lalit Burman, Vice-President, United Coal Workers' Union, Dhanbad.

STATE: Bihar

INDUSTRY: Coal

Dhanbad, the 20th December, 1984

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them under S. 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. I-20012(134)82-D.III(A), dated, the 16th September, 1982.

SCHEDULE

"Whether the action of the management of Gidi-A Colliery of Messrs Central Coalfields Limited, Post Office Gidi-A, District Hazaribagh in refusing employment to Shri Babulal Manjhi No. 2, Ex. Main Driver is justified? If not, to what relief is the workman concerned entitled?"

The case of the workmen is that the concerned workman Shri Babulal Manjhi No. 2 was employed in Gidi-A colliery of CCL as a Main Driver. His identity card No. is 3/2444. On 13-12-65 while on duty, the concerned workman met with an accident in the mine and received personal injuries in course of and arising out of his employment. He was under the treatment of the Medical Officer under the Colliery from 13-12-65. On recovery he was directed to appear before the Medical Board on 23-6-66 for assessment of the extent of disablement and compensation and accordingly he appeared before the

Medical Board on 23-6-66. On 6-7-66 the concerned workman submitted an application to the Manager, Argade A seam of Gidi-A colliery praying for light duty as he was unable to perform the duties of Main Driver due to the injuries sustained by him. For about four weeks the management provided him with light work and thereafter stopped him from work. The concerned workman made representation dated 25-8-66 to the Dy. Supdt. of Collieries of Gidi-A colliery. But when no action was taken he again made a representation dated 20-12-67 for light duty as well as for payment of his outstanding dues. Thereafter the workman made various representations to the management for deciding his case which was pending since a very long time. The management neither allowed the concerned workman to resume his duty nor arranged for his further treatment. As a result he was forced to take treatment privately from the Civil Asstt. Surgeon, Sadar Hospital, Hazaribagh and he was operated upon his left index finger and the left little finger. The Civil Asstt. Surgeon, Hazaribagh granted him a certificate dated 25-5-77 declaring the concerned workman fit to perform his normal work. The concerned workman again approached the management with an application dated 28-5-77 with a prayer for permission to join work but he was not allowed to join duty by the management. When no action was taken by the management, the Secretary of the Gidi-A branch of United Coal Workers Union raised an industrial dispute on behalf of the concerned workman. The dispute was taken up by ALC(C) Hazaribagh for conciliation. The conciliation ended in failure and thereafter the present reference was made. It is submitted that the services of the concerned workman were never terminated by the management although he was not allowed to resume his duties. The management had not issued any chargesheet or show cause notice alleging absence from duty. The action of the management refusing to allow the concerned workman to resume his duties after his recovery from the injury was neither justified nor lawful. The mention of the word "Ex-Man Driver" in the schedule to the order of reference does not vitiate the order of reference. Under the provisions of the Standing Orders of the management no workman can be dismissed from service on account of unauthorised absence without following the procedure of issuing chargesheet and without holding an enquiry. The workman had not received any letter of dismissal from the management and the same was not produced before the ALC(C) during the conciliation. It is further submitted that under workmen's compensation Act a disabled workman is entitled to get 1/2 monthly compensation for a period of five years and he is entitled to get light duty in the Coal Industry in case of permanent partial disablement. The concerned workman is capable of performing his duties and in case it is found by the management that he cannot carry out his original duties he should be given some other job of lighter nature as is the practice in the coal industry. On the above facts it is prayed that the reference be decided in favour of the workmen.

The case of the management is that the order of reference itself shows that the concerned workman is an ex-Main Driver which means that he ceased to be in the employment of the management. The concerned workman has ceased to be in the services of Gidi-A colliery and had not worked since 1966. The present dispute was raised on 23-2-82 before the ALC(C) Hazaribagh and no reason has been shown as to why the dispute was not raised during the intervening period. The dispute is over stale and the dispute is liable to be rejected on that ground alone. No dispute was raised by the concerned workman or the union before the management and as such there is no valid industrial dispute. It was stated by the sponsoring union before the ALC(C) Hazaribagh during the conciliation proceeding that the concerned workman had met with an accident on 13-12-65 and was admitted to Naisarai hospital of the Coal Mines Welfare Organisation on that very day and discharged from the hospital on 22-2-66 with a recommendation for a light duty till full recovery from the injury of his left hand fingers due to an accident and according to the union the management gave light duty to the concerned workman for a few weeks, and thereafter the workman had been stopped from work. The management checked up from the Naisarai hospital and found that Babulal Manjhi had not been admitted to that hospital as claimed. The old records of the management of such a long period have not been located nor under the rules it is required to be preserved. The management has traced out an order by which the concerned workman was dismissed from service on account of long unauthorised absence with effect from 20-7-70. A workman who ab-

sents himself from duty for a long period without any permission, authorisation or sanctioned leave and exhibits no interest in assuming his duty is deemed to have abandoned his employment with the employer and such a person can have no claim for employment. It appears from the case of the workman itself that the concerned workman was not fit for performing his duties and as such he cannot claim continuance of his employment under the employer. There is no condition of employment of the concerned workman that inspite of his not being physically fit for performing the duties, he will be entitled to a light job. The management has elaborate equipped hospital manned by specialists where the concerned workman could have got free treatment. There is absolutely no reason as to why the concerned workman should have got himself treated by an outside doctor. On the above facts it has been submitted on behalf of the management that an Award be made in their favour.

The only point for consideration in this reference is whether the management was justified in refusing employment to the concerned workman.

The management has examined Dy. Chief Personnel Manager in support of their case. The workmen have examined two witnesses including the concerned workman and the Secretary of the Union which had sponsored the industrial dispute of the concerned workman. Besides that the management has exhibited two documents and the workmen have exhibited nine documents in support of their respective cases.

It is admitted that the concerned workman Shri Babulal Manjhi No. 2 was working as Main Driver in Gidi-A Colliery. MW-1 is working in Argada Area of CCL since April, 1982 and as such he was not in a position to say about the facts which happened during the year 1955 when the concerned workman was injured the management has filed Ext. M-2 dated 23-2-82 by which the demand was made by the union before the ALC(C) Hazaribagh for allowing duty to the concerned workman with immediate effect. It is stated in this petition that the concerned workman had met with an accident on 13-12-65 while he was on duty and that he was admitted to Naisarai Hospital on 13-12-65 and discharged from the hospital on 22-2-66 with a recommendation to give light duty till the full recovery of the injury affecting his left hand finger due to the accident. It is further stated that the manager Argada Incline gave the concerned workman light duty for a few weeks and after that his attendance was stopped without any reason and that thereafter several representations were made the facts stated above in Ext. M-2 are not specifically denied either in the W.S. or in the evidence of MW-1. It is stated in para-5 of the W.S. that the management has checked the registers of Naisarai Hospital and found that Babulal Manjhi had not been admitted to that hospital but the management has not cared to call for the said papers of the Naisarai Hospital to show that the concerned workman had not been injured and was not admitted in the hospital for treatment. On the contrary the workmen have filed Ext. W-2 dated 16-6-66 which is a letter from the Administrative Officer, Gidi-A to the Dy. Suptd. of Collieries Gidi-A. It will appear from this letter that the concerned workman Babulal Manjhi No. 2 along with another were asked to be present before the Medical Board for assessment of compensation on 23-6-66. This letter itself shows that the concerned workman had received injuries and therefore there was the question of assessment of the compensation to him after the examination of the concerned workman by the Medical Board. WW-1 who is the concerned workman has stated about his accident, injury and his treatment. He has stated that after about 5 to 6 months he was sent to the doctor of Bhurkunda Hospital for examination and that the Doctor told him that he should be given some light work. He has further stated that before examination by the Medical Board, he had been given light work for about one month but after the examination by the Medical Board the management did not give him light work although the concerned workman had applied for it several times. He has also stated that after he appeared before the Medical Board, he was not given any further medical aid by the management and as such he went to Hazaribagh and got himself treated by the Civil Asstt. Surgeon of Sadar Hospital Hazaribagh. MW-1 has himself stated that the concerned workman is not physically fit as his left hand is not working properly and as

such the concerned workman cannot do the job of a Main Driver which requires to be done by both the hands. It will further appear from the certificate of the Doctor Ext. W-8 dated 25-5-77 that the concerned workman was suffering from Chronic Osteomyelitis of Proximal Phalanx of left index finger and middle Phalanx of left little finger as a result of injury which he received sometimes in December, 1965. All these evidence clearly show that the concerned workman had met with an accident in which some of the fingers of his left hand were injured.

It is admitted that the concerned workman had been given light work for about a month. The case of the concerned workman is that his work was stopped by the management and inspite of his several representation for light work he was not given any work. It will also appear from the case of the workmen that he had absented for a very long period sometime after the accident in the year 1965 and that industrial dispute was raised before the ALC(C) in the year 1982. It will also appear from the case of the concerned workman that he was all along been under the treatment of a Doctor at Hazaribagh and that he had been operated upon several times by the doctor as will appear from the Medical Certificate Ext. W-8. Thus there is no doubt that the concerned workman had absented for a very long period.

The case of the management is that as the concerned workman absented for a very long period he was dismissed from service on the ground of misconduct with effect from 20-7-70. Ext. M-1 is the said order of dismissal dated 20-7-70 which shows that the concerned workman was continuously absented from duty for a very very long period without permission and without satisfactory cause and that he was no longer interested in the employment of the colliery and as such under Order No. 17(i)(ii) of the Certified Standing Orders applicable to the Coal Mining Industry of NCDC the said absence was misconduct and as such he was dismissed from service. Admittedly, no chargesheet was framed regarding the misconduct of absented from duty without permission for more than 10 days and admittedly no proceeding had been started against the concerned workman. The dismissal of the concerned workman for absented without permission for a long period is a misconduct which requires drawing up of departmental proceeding after framing charge against the concerned workman. As the management did not frame any charge of misconduct for absented without permission the dismissal order passed vide Ext. M-1 was improper and not in accordance with the rules. The said dismissal of the concerned workman has not been passed as punishment inflicted by way of disciplinary action as no disciplinary proceeding had been started against the concerned workman for absented without permission. The termination or dismissal of the services of the concerned workman does not fall in any one of the exception enumerated in Section 2(00) of the I.D. Act and as such the said dismissal or termination will come under the definition of retrenchment as provided under Section 2(00) of the I.D. Act. It has been held by their Lordships of Patna High Court in a case reported in Lab. I.C. 1984 P-1651 that one the termination does not fall in any one of the excepted categories enumerated in S.2 (oo), the termination of service even if it be according to automatic discharge from service under an agreement or by efflux of time or by the default of the workmen it would be retrenchment attracting the compliance of S. 25F (a) and (b) of the Act. It is also held by their Lordship that whether the termination of service is brought about by operation of the provisions of the standing orders even then the termination would be retrenchment within the meaning of section 2(00). Since the fact of termination is only relevant however is produced is irrelevant for the applicability of Section 25F. Their Lordships further held that since the termination of service amounting to retrenchment without compliance with the provisions of Section 25F renders the termination void ab initio and inoperative, it cannot be said that in such a case the employee would not be entitled to reinstatement and back wages. In such case there is no question of granting reinstatement because there is no cessation of service and a mere declaration is enough that the employee continues to be in service with all consequential benefits.

The entire case has been squeezed to a simple fact whether the dismissal of the concerned workman on the ground of misconduct for absents without permission could be done without a proceeding drawn up against him for the same. I have discussed above that the alleged misconduct required proceeding to be drawn up against the concerned workman and the dismissal for the misconduct without drawing up the proceeding was illegal. I have also held above that as the dismissal of the concerned workman has not been made after holding proper enquiry the said order of dismissal of the concerned workman will be a retrenchment from service under Section 2(oo) of the I.D. Act. Admittedly, the provisions of Section 25(F) of the I.D. Act, have not been complied with before termination the services of the concerned workman and as such the termination of service of the concerned workman vide Ext. M-1 is illegal and not justified.

In view of the discussion made above the order of the management dismissing the concerned workman from service vide Ext. M-1 with effect from 20-7-70 is not justified and as there is neither dismissal nor termination nor cessation of service a mere declaration that the concerned workman shall be entitled to continue in service will be enough. I hold therefore that the action of the management of Gidi-A colliery of M/s. CCL in refusing employment to the concerned workman is not justified. It will appear from Ext. W-9 that the concerned workman had filed his joining report along with fitness certificate Ext. W-8 on 28-5-77 and as such, I hold that the concerned workman should get all the back wages from 25-8-77 onwards. As the concerned workman was under the treatment of the Doctor and was not a position to work till prior to 28-5-77 and had not actually worked and had absented from duty without permission, the concerned workman will not be entitled to any back wages prior to 28-5-77. However, as I have stated above his services will be treated as continuous service.

This is my Award.

I. N. SINHA, Presiding Officer
[No. L-20012(134)/82-D.III(A)]

New Delhi, the 4th January, 1985

S.O. 258.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Chandigarh in the industrial dispute between the employers in relation to the management of Food Corporation of India, and their workmen which was received by the Central Government on the 27th December, 1984.

BEFORE SHRI I. P. VASISHTH, PRESIDING OFFICER,
CENTRAL GOVT., INDUSTRIAL TRIBUNAL,
CHANDIGARH

Case No. I.D. 147 of 1983 (N. Delhi) 17 of 1983 Chd.

PARTIES :

Employers in relation to the Management of Food Corporation of India.

AND

Their Workmen.—Jai Dev Kumar and Others.

APPEARANCES :

For the Employer.—S/Shri Gurdas Ram and Ram Kishan.

For the Workmen.—Shri Pawan Kumar Singla.

ACTIVITY : Food Corporation of India STATE : Punjab

AWARD

Dated, the 2nd November, 1984

The Central Government, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the Industrial Disputes Act, 1947, hereinafter referred to

as the Act, per their Order No. L-42012(36)/81-FCI/D. IV(A) dated the 15th of March, 1982 read with S.O. No. S-11025(2)/83 dated the 8th of June, 1983 referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of management of Food Corporation of India in terminating the services of Sarvashri Jai Dev Kumar S/o Ram Lal and Kishore Chand S/o Prabhu Dayal, Watchmen with effect from the 30th September, 1979 and 17th February, 1981 respectively is justified ? If not, to what relief are the workmen concerned entitled ?”.

2. Brief facts of the case, according to the petitioner/Workmen, are that they were employed as casual watchmen under the Respd. Corporation at its Sangrur Depot and had worked for a continued period of more than 240 days in the preceding 12 calendar months when their services were suddenly terminated w.e.f. 13th Sept. 1979 and 17th Feb., 1981 respectively without any notice. They, therefore questioned the propriety of the Management's action pleading “inter-alia” that it was violative of the statutory provisions of Section 25-F, 25-G, 25-H and 25-N of the Industrial Disputes Act. A formal demand was also raised through their Union to avoid the terminations but the Respd. Corporation did not respond favourably despite the intervention of the ALC(C) and hence the reference.

3. Resisting the proceedings, the Respd. Corporation pleaded that the claimant petitioners were permanent member-volunteers of the Punjab Home Guards, appointed in accordance to the provisions of Section 3 of the Punjab Home Guards Act 1947, that their services have been borrowed from the Punjab Home Guards, and that there was no privity of Contract between them and the Corporation on the point of employment. To put in simple words the Corporation denied that the petitioners were its employees who could seek a “Reference” on any conditions issue relating to the working conditions or terms of employment.

Elaborating its version the Corporation contended that the petitioners were regular members of a para-military force and had worked with it on loan basis on being sponsored by their parent department i.e. the Punjab Home Guards; that otherwise also keeping in view the fluctuating load of its business activity it was not possible for the Corporation to regularise the services of any Casual-Watchman. Similarly it was pronounced that the services of the petitioners were lawful dispensed with in view of the diminishing nature of its work load.

5. Meanwhile the Central Govt. referred the following 12 other similar disputes also to this Tribunal for adjudication :

1. 26/83 Arjan Singh & Others Vs. FCI Order No. L-42012/20/81-FCI/D. IV(A) dated the 7th Jan., 1982.
2. 20/83 Malkiat Singh & Others Vs. FCI Order No. L-42012(25)/81-D. IV(A) dated the 19th Feb., 1982
3. 23/83 Kalu Ram & Others Vs. FCI Order No. L-42012/28/81-D IV(A) dated the 31st March, 1982.
4. 51/83 Mahesh Kumar & Others Vs. FCI Order No. L-42011/21/82. FCI/D. IV(A) dated the 28th Jan., 1983.
5. 52/83 Gulzar Mohd. & Others Vs. FCI Order No. L-42012/29/81-FCI/D. IV(A) dated the 11th of March, 1982.
6. 53/83 Mithu Singh & Others Vs. FCI Order No. L-42012/22/81-FCI-D. IV(A) dated the 21st April, 1982.
7. 55/83 Kaka Singh & Others Vs. FCI Order No. L-42012/18/81-FCI-D. IV(A) dated the 12th Jan., 1982.
8. 56/83 Sukhdev Singh & Others Vs. FCI Order No. L-42012/19/81-FCI D. IV(A) dated the 25th Jan., 1982.

9. 57/83 Wazir Chand & Others Vs. FCI Order No. L-42012/8/82-FCI-D. IV(A) dated 28 June 1982.
10. 58/83 Narain Singh & Others Vs. FCI Order No. L-42012/9/82-FCI-D. IV(A) dated the 28th June, 1982.
11. 134/83 Jila Singh & Others Vs. FCI Order No. L-42012/12/81-FCI-D. IV(A) dated 13th August, 1981.
12. 151/84 Pradeep Kumar & Others Vs. FCI Order No. L-42012/22/81-FCI-D. IV(A) dated the 3rd August, 1983.

6. Since common questions of fact and law were involved in all these cases, therefore, to avoid any apprehension of conflict in findings, multiplicity of proceedings and undue financial strains on the parties, on their recorded request, I consolidated them all in the instant matter of Jai Dev Kumar and another for a common adjudication as per my order dated 20-2-1984. Obviously, this Award shall hold valid for all these References.

7. In support of their respective versions both the parties adduced verbal as well as documentary evidence which I have carefully perused and heard them. On behalf of the Respd. Corporation (Management), Validity of the reference was challenged because according to it the petitioners were permanent employees of the Punjab Home Guards, though for the time being they were "Casuals" and did not qualify to be called as "Workmen". To be precise, the Corporation questioned the bounds of Master servant relationship between the parties and contended that the petitioners were not such type of employees whose services disputes could be referred to the Tribunal.

8. I am afraid, the entire effort of the Corporation to wriggle out of the Tribunal's jurisdiction is misconceived. Without going into any un-necessarily laboured examination of the later part of the contention, it would suffice to record that the definition of "Workman" laid down in Section 2(s) of the Act is wide enough to include in its ambit even the Casual work-force. For my views I draw support from the ratio of the cases of pilot pen Company (Ind.) Pvt. Ltd. Vs. Presiding Officer Additional Labour Court 1971(1) L.J. 241, and Crompton Engg. Co. (Madras) P. Ltd. Vs. Additional Labour Court Madras 1975 (1) L.J. 207.

9. Similarly there is no force in the submission that there was any lack of privity between the parties i.e. the bonds of Master and Servant. It was argued that the petitioners were employees of the Punjab Home Guards and working under it on loan/deputation basis. The proposition was sought to be supported by the testimony of MWI Sh. Ram Kishan Dy. Manager (IR).

10. It may not be out of context to mention here that the same very question was involved in yet another dispute between the Respondent Corporation and a number of its employees viz; Labh Singh and others on their demand for regularisation of their services on the cadre strength of Chowkidars. The said dispute was also referred to this Tribunal by the Appropriate Government per their Order No. L-42011(24)/81-FCI. D. IV(A) dated the Xth of May, 1982 read with S.O. No. S-11025(2)/83 dated the 8th of June, 1983. The same very Union represented the Workmen in that case also and both the parties had filed a number of comments including some 'interest' Correspondence and letters exchanged between the Respondent Corporation and senior officers of the Punjab Home Guards. A joint representation was, thus, made before me by the parties on 9-5-84 to spare them from the ordeal of reproducing copies of that bulky correspondence. It was further agreed that the same very documents may be considered for deciding the point in issue in this case also.

11. The said Reference of Labh Singh and others has since been decided and the relevant Award dated 29-9-84 has also been submitted to the Appropriate Government with the finding that there was a meaningful and substantial

relationship of "Master and Servant" between the parties and that the Respd. Corporation was not only their Employer but had also effective control on their day-to-day working for all intents and purposes.

12. I, therefore, feel that it would be an unwarranted duplication to deal with the aforesaid correspondence between the parties for reopening the issue; more so when the testimony of the Home Guards District Commander Amrik Singh Ex. w2 Completely demolishes the theory of petitioners' alleged deployment on deputation with the Respd. Corporation. As a matter of fact, his statement was very elaborate and to the point to show that the Home Guards do not keep any permanent or regularly salaried volunteers; rather they enroll ordinary volunteers from different walks of life and Organisations working under the control of the State and Central Govt. or Autonomous bodies, who are then galvanised into a semi disciplined force and imparted training in the up-keep and use of Arms; whenever any Public Organisation or Public Utility Service requires, they depute such volunteers on outside duties; Obviously the borrowing Organisation pays them the duty charges even though they keep on drawing their usual salary and allowances from their parent Departments also i.e. where they are permanently employed.

13. To put in other words, the Home Guards act only a link agency, of Course it also pays them certain allowances and retains a sort of statutory control to recall them at any time for call-out duties, training and parades etc; but it never assumes the powers and pedestal of an Employer.

14. In our case the petitioners were not employees of any outside Organisation; they were enrolled with the Home Guards as volunteers and deployed to work as Casual-Watchmen under the Respd. Corporation on latter's requisition. For all intents and purposes they were working for, and under its control on whole time basis and were being paid by it. It is an entirely different thing that by virtue of the enabling provisions of the Punjab Home Guards Act 1947, they could be recalled by the Home Guards for any emergency duty connected with the maintenance of law and order; as also for usual parades and training etc, but even for such period, the payment of their usual wages was the liability of the Corporation.

15. It was argued that since the petitioners were not sponsored by the Employment Exchange, thereafter they could not be accepted by the Corporation as its employees. I am not impressed with the logic primarily because on the Corporation's own showing the petitioners were only "Casuals" and were not recruited on regular basis. The other angle is that the Employment Exchange is just a source or medium of recruitment and if any Employer by passes it, he may be called upon to explain the lapse but ipso-facto it would not mean that the person employed by him was not his employee. It is besides the point Sec. 2(j) read with 3(d) of the Employment Exchange (Compulsory Notification of Vacancies) Act, 1959 exempts the petitioners' Category from the exercise.

16. I, therefore, repel the Respd. objection and hold that there was a relationship of Master and Servant i.e. Employer and employee; between the parties and that the petitioners being "Workmen" within the province of Section 2(s) of the Act were eligible to the raise a demand connected with the terms and conditions of their service (Terminations in the instant case) and, as such, the Appropriate Government was also competent to seek judicial adjudication of their rights under Section 10 of the Act.

17. That directly confronts the Tribunal with the crucial issue contained in the terms of reference as to whether or not the Management's action in terminating the petitioner's service was justified. It may be interesting to note that despite a specific averment and assertion in the Claim-statement that the Management had disengaged them without complying with the statutory requirements of Section 25-F, 25-G, 25-H and 25-N there was no categorical denial either in the written statement or by way of evidence that they had put in more than an year's continuous service as defined by

Section 25-B by the time of impugned terminations. However from the cross-examination of the Union Secretary P. K. Singla WW1 and the tenure-chart attached with the Claim Statement, it appears that the following workmen (amongst the petitioners) has not yet put in the qualifying service of 240 days within the 12 calendar months by the time of their terminations so as to be entitled for the terminal benefits :-

1. Sarbjit Singh S/o Shri Jai Gopal.
2. Jagdish Chand S/o Sh. Piara Lal
3. Gulshan Kumar S/o Sh. Dayal Dass
4. Surinder Singh S/o Shri Jagjit Singh
5. Daljit Kumar S/o Sh. Shanti Sarup
6. Surinder Singh S/o Sh. Dharam Singh
7. Prem Kumar S/o Sh. Kishore Lal
8. Bhahadur Singh S/o Sh. Bhag Singh
9. Ashok Kumar Singla S/o Sh. Jamna Dass Singla
10. Pardeep Kumar Singla S/o Sh. Jamna Dass Singla.

18. I need not over-emphasise the implications of "retrenchment" amplified by their Lordships in the cases of the State Bank of India Vs. N. Sundramony (1976) 1, S.C. cases 822 and Mohan Lal Vs. Bharat Electronics Ltd. (1981) 3 S.C. cases 225 wherein it was held that a termination in violation of the benefits envisaged under Chapter VA of the Act would be deemed to be void ab-initio; and it goes without saying that the provisions of Section 25-J of the Act override everything contained to the contrary in any other Enactment, Rule, Regulation, or Standing Orders etc. One, therefore, cannot resist the inference that except for the aforesaid Sarbjit Singh and nine others, named in the preceding para, the petitioners were wrongly disengaged.

19. Accordingly, I return my Award in their favour with a direction to the Management to proceed on the assumption that they were still in its continuous service with all the attendant benefits; though, for the limited purpose of back-wages they would be deemed to be in continuous service, only from the date of their respective Reference. Similarly keeping in view the spirit and philosophy of Section 25-H of the Act the aforesaid Sarbjit Singh and nine others shall be given preferential treatment in the matter of new recruitment of the subordinate staff.

Chandigarh.

Dated : 2-11-84.

I. P. VASISHTH, Presiding Officer

[No. L-42012(36)/31-FCI/D. IV (A)/D. V]

New Delhi, the 5th January, 1985

S.O. 259.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No.2, Dhanbad in respect of a complaint under Section 33A of the said Act filed by Shri Khudi Ram Gorai, Miner of TISCO's 6&7 pits Jamadoba Colliery, which was received by the Central Government on the 27th December, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No.2) AT DHANBAD.
Complaint No. 1 of 1983

In the matter of an Application under Section 33-A of the I.D. Act., 1947.

(Arising out of Reference No. 11 of 1981).

PARTIES :

Sri Khudi Ram Gorai, Miner of M/s. Tisco's 6&7 Pits, Jamadoba Colliery., C/o Sri B.N. Sharma, Joint General Secretary, Janata Mazdoor Sangh, Vihar

Bulding, P.O. Jharia, Dist. Dhanbad (Bihar)
Complainant.

—Vs—

M/s. The Tata Iron and Steel Company Limited through the Director of Collieries (Jb), M/s. Tisco. Ltd., P.O. Jamadoba, Distt. Dhanbad,Opp. Party.

APPEARANCES :

On behalf of the complainant—:—Shri B.N. Sharma, Joint General Secretary, Janata Mazdoor Sangh.

On behalf of the Opp. Party —:—Shri S.S. Mukherjee, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dated, Dhanbad, the 19th Dec. '84.

AWARD

The complainant has been dismissed from service with arising out of Reference No. 11 of 1981 filed by Shri Khudi Ram Gorai, Miner.

The complainant has been dismissed from service with effect from 27-7-82 under Clause 19(2) of the Certified Standing Orders of the Opp. Party. It is stated that he was dismissed during the pendency of Reference No. 11 of 1981 in which the complainant and, the Opp. Party were concerned. It is submitted that the action of the employer is in violation of the Section 33 of the I.D. Act, 1947 as no approval was obtained from the Tribunal which was obligatory on the part of the Opp. Party and as such a prayer is made that the said order of dismissal be set aside and he may be reinstated with full back wages with all other benefits.

The Opp. Party filed a preliminary objection that the complaint under Section 33A of the I.D. Act was not maintainable as there has been no violation of the provisions of Section 33 of the I.D. Act. The complainant was not a workman concerned in Reference No. 11 of 1981 which had already been disposed off. The said reference related to the dispute arising out of the termination of the services of Shri Sheabahal Mahato and as such the complainant cannot be considered as workman concerned relating to the dispute arising out of the termination of services of Sheobahal Mahato. As the complainant was not concerned in Reference No. 11 of 1981 there was no question of taking of approval of the Tribunal under Section 33 (2) (B) of the I.D. Act.

The case proceeded for hearing of the objection on, the preliminary point raised on behalf of the Opp. Party and several adjournments were granted for hearing the same. On 10-12-84 the complainant filed a petition praying for withdrawal of the complaint case as he has to seek more effective remedy. In view of the fact that the complainant himself does not intend to proceed with this complaint and prays for withdrawal, the complaint petition is dismissed on withdrawal.

I.N. SINHA, Presiding Officer,
[No. L-20025(1)84D. III(A)]

S.O. 260.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of Sasti Colliery, Western Coalfields Ltd., Distt. Chandrapur (MS) and their workmen, which was received by the Central Government on the 1st January, 1985.

BEFORE JUSTICE SHRI K. K. DUBE, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)
Case No. CGIT/LC(R)(71) of 1982

PARTIES :

Employers in relation to the management of Sasti Colliery, Western Coalfields Limited, District Chandrapur (M.S.) and their workmen, Shri Gosai Ghulac

Store Mazdoor, represented through the President, Maharashtra Colliery Workers' Union, Ballarpur, District Chandrapur (M.S.)

APPEARANCES :

For Union—Shri D. P. Kawadkar, President.

For Management—Shri P. S. Nair, Advocate, and Shri Balbir Singh.

INDUSTRY : Coal Mining DISTRICT : Chandrapur (M.S.)

AWARD

Dated, 21st December, 1984

The Central Government in exercise of its powers under Section 10 of the Industrial Disputes Act, 1947, referred the following question for adjudication, vide Notification No. L-18011(2)/82-D.IV (B) dated 8th December, 1982 :—

"Keeping in view the provision of Certified Standing Orders whether the action of the management of Messrs Western Coalfields Limited, Post Office Ballarpur District Chandrapur (Maharashtra) in relation to Sasti Colliery of Sub-Area No. 4 Wardha Valley Area in refusing to change the date of birth of Gosai Ghuloo, Store Mazdoor is justified? If not, to what relief is the workman concerned entitled?"

2. Two points arise for consideration in this case, the first being as to the right of the workman to have his date of birth altered or corrected in terms of the Standing Orders by production of a certificate from the Civil Surgeon; and secondly the question about the correctness of the date of birth of the workman.

3. The workman, Gosai Ghuloo, joined the service of Wardha Valley Western Coalfields Limited on or about 7-6-1956. The date of birth recorded at the time of his entry into service was 6th of March, 1930. The workman is wholly illiterate. On 30-11-1979 he got himself medically examined from Civil Surgeon, Chandrapur and submitted a certificate that he was 44 years old on that day. On the basis of this certificate, he requested the management to make necessary change in his date of birth. According to the workman, nothing was done and, therefore, he approached the Manager, Sasti Colliery in about January, 1981 and the Manager told him to submit a fresh certificate of age from the Civil Surgeon, Chandrapur. The workman therefore, approached the Civil Surgeon on 21-1-1981 and after examination by Dr. Sayed Qamaruddin, the Civil Surgeon at that time, gave a certificate which gave out the age of the workman as 46 years when he had been examined. The workman then approached the Management for a change of his date of birth. This was sought to be done under Standing Order No. 9(F)(1) which reads as under :—

"No. 9(f)(1)—Termination of services. The services of any workman will also be terminated for the following reasons :—

- (1) The workman will be discharged by way of retirement from services on reaching the age of 60 years provided the management, at any time after completion of 55 years of age, may send any workman for medical examination by Colliery Doctor and in case a workman is found unfit, he may be discharged from service by way of retirement. However, the workman has an option to obtain within a period of one month a second opinion from the Civil Surgeon of the District, whose decision shall be final.

The age recorded in C.M.P.F. record shall be authentic, unless the worker gets it amended by producing any of the following evidences :—

- (a) Extract from the birth register.
- (b) School Leaving Certificate.
- (c) a Certificate of age from the Civil Surgeon of the district."

Since the management did not change his date of birth, the workman with the help of the union known as the Maharashtra Colliery Workers' Union, Ballarpur, raised this dispute.

4. According to the management, the workman under Mines Rules 48, 51, 77, 77A (2) is required to give his date of birth at the time of entering into service. This was entered in Form B Register. The date of birth thus recorded was 6th of March, 1930. The workman became a member of the Coal Mines Provident Fund. His date of birth is recorded in Form A Register maintained at the office of Regional Commissioner, Coal Mines Provident Fund, was 6th of March, 1930. Subsequently, a new Form B was introduced in the Colliery and again the date of birth of the workman had to be recorded. This time also it is alleged that Gosai gave his date of birth as 6-3-1930. This date of birth had been there on the record for the last 26 years and the workman now wanted to have it changed on the basis of a certificate produced from a Civil Surgeon. According to the management, the Civil Surgeon has not disclosed the reasons for arriving at the conclusions as to the age of the workman; that he had not given any reasons and basis for determining the age; and that he had not performed the ossification test. Therefore, such a certificate could not be relied upon in the face of the declarations made by the applicant himself in Forms A and B Registers. It was then contended by the management that the Standing Orders under which the workman sought to have his date of birth altered was ineffective in as much as it was in excess of the powers given under the Industrial Employment (Standing Orders) Act, 1946 (hereinafter called the Act).

5. The Act was enacted with an object to bring uniformity in the Standing Orders providing for the matters enumerated in the Schedule to the Act. Its preamble indicates that it was considered expedient to require employers in industrial establishments to define with sufficient precision the conditions of employment under them. The Act extended to whole of India. We are concerned with an establishment in the State of Maharashtra. The present establishment is under the control of the Central Government and it is not disputed that the provisions of this Act will not be excluded under Section 3 of the Act. The management is required to submit Draft Standing Orders, which are to be certified under the Act. The Certifying Officer sees that the draft Standing Orders are in conformity with the provisions of the Act. Then the Certifying Officer or the Appellate Authority would adjudicate upon the fairness or reasonableness of the Standing Orders. Thereafter, the Standing Orders are certified. The management becomes liable for penalty under the provisions of the Act if the above is not done. The Schedule to the Act mentions termination of employment as one of the items on which the Standing Orders could be made. But to start with there was no specific entry in the Schedule requiring the Standing Orders to be framed as regards age of retirement. By Entry No. 11 matters which may be prescribed could also be matters for which the Standing Orders had to be made. By 'prescribing' is meant prescribing by rules. The Industrial Employment (Standing Orders) Central, Rules, 1946 were amended and by rule 10-B additional matters to be provided in the Standing Orders relating to industrial establishments included the age of retirement. I had earlier by an order dated 16-4-1984 taken the view that the matters in the Standing Orders such as the alteration of age or rectification of the age by the workman by production of a certificate of age from the Civil Surgeon in the district were not matters in excess of the Act or the Schedule and a Standing Order laying down such a provision was valid and competent. It was indicated in my order that if the entry indicated a thing to be done it indeed included all those things which were attendant on it and which if not considered to be included, would tend to curtail the scope of the thing prescribed. When the Standing Order prescribed how the superannuating age was to be determined, it was not a matter extraneous to the entry that a workman after adducing certain evidence also required the management to rectify his date of birth. If it were not so, it was possible for the management to defeat the entries by various ways and by preventing the illiterate labour to reach upto the age of superannuation. The Standing Order providing for alteration of the retiring age was, therefore, valid and not in excess of the provisions of the Act and governed the rights of the labour and the management. It cannot be said that the workman had no right to have his date of birth amended.

6. I hold that the Standing Orders validly provided for the amendment of the age. The relevant Standing Orders require that the date of birth could be amended by producing any of the following evidence :—

- (a) Extract of the Birth Register.
- (b) School Leaving Certificate.
- (c) A Certificate of age from the Civil Surgeon of the district.

The workman Gosai is wholly illiterate and the question of School Leaving Certificate does not arise in this case. It is also difficult to believe that his date of birth would be recorded anywhere and he could obtain the extract from the Birth Register. The only evidence that he could produce was a certificate of age from the Civil Surgeon of the district and this he has done in this case. Unless I have very strong evidence to disbelieve such a certificate it would be wholly against the spirit of the Standing Orders, to reject this piece of evidence. I would, therefore, proceed to examine the evidence in this case to find out whether the other evidence is such as completely outways the certificate given by the Civil Surgeon of the district for determining the age of the workman.

7. The management strongly relies on the date of birth in Form B Register. A photo stat copy of the entry in the register in Form B had been produced. The original was also brought in the Court. The witness who proved this entry was unable to say in whose hand-writing the entry was. Obviously, the entry had not been made by him. At the time of entry into service the workman was keen to get employment and did not know what was written in the column of the age. In any case it is for such eventualities that the provision was made for correction of the date of birth in the Standing Orders. Not much could be made of the fact that such entry had remained unchallenged for a number of years. The workman clearly explained that he realised the importance of the date of birth when he found some of his colleagues getting it amended and when he had been given proper evidence in this regard. This could be believe. In his evidence the workman has stated that the clerk concerned who noted down his age had estimated the age and filled in the relevant column.

8. Similar is the situation in Form A Register kept with the Regional Commissioner, Coal Mines Provident Fund. The date given there is the same as given in Form A Register. Persons who had made these entries cannot be made available to prove that it was the workman who had declared the age before signing or before affixing the thumb impressions. Being illiterate, a presumption cannot be drawn against the workman and it cannot be taken for granted that the workman had given the date himself as asserted by the management. The estimates made at the time of entry into service are not clinching enough to outway the Civil Surgeon's Certificate in the circumstances of the case.

9. It was then pointed out by the management that they had sought to make enquiries from the Sarpanch, Gram Panchayat, Sasti Village regarding the date of birth of Gosai Guloo and he had confirmed the date of birth as 6-9-1930. Sarpanch has not been examined and we do not know the basis on which such assertion was made. This evidence can hardly be relied on. We then come to the evidence of the certificate produced by the Civil Surgeon of the district. It is contended that no reasons have been given by the Civil Surgeon for arriving at a particular conclusion as to the age of the workman. The Civil Surgeon has been examined as a witness and he has given the basis as to how he reached to the conclusion. The certificate was not going the record all the reasons. It is not required. When he was in witness box he could be asked anything relevant to the matter. It was not necessary that the ossification test should be done in every case. It is for the Certifying Officer to take the requisite test for confirming his opinion. Moreover ossification tests are very useful at the lower ages when fusion is taking place of the bones. It can hardly serve any useful purpose when the man was of sufficiently advance age. The Civil Surgeon had given the guide lines on the basis of which he conducted the examination. The Civil Surgeon correctly stated that the estimation made by him could be subject to an error of 4 to 5 years plus or minus, but this does not mean that the

certificate given by him must be rejected. After all the age could not be ascertained with precision by any Civil Surgeon even after ossification tests or all the test that the medical science knows. It will in any case be an estimate and it is on the basis of the expert's estimate that the Doctor had given the certificate. The Standing Orders require such a certificate and in the circumstances of the case I think the workman has discharged the burden of proving the validity of the certificate. It cannot be said that the Civil Surgeon's certificate was taken or was not based on a scientific examination of the workman. The certificate has, therefore, to be accepted. It is a case where the wrong date of birth had been recorded and the workman was given the right to have it amended by producing such evidence as was required by the relevant Standing Order. The Colliery's Medical Officer was not asked to determine the age of the applicant but merely required to find out whether the workman was fit or not. He had gone beyond the quarry if he had made any observations as to the age of the applicant. No weight could be given to Company's Medical Examination when the Medical Officer casually mentions about the age of the workman. I am, therefore, clearly of the opinion that the Civil Surgeon's Certificate ought to be accepted and on the basis of such certificate the age of the workman duly amended. If the management feels that such provision in the Standing Orders should not be made it is open to them to apply for deletion of such provision. But as long as the Standing Orders remain the workmen have a right to have their age amended by producing the type of evidence the Standing Orders require.

ORDER

I, therefore, render this award and direct that the management should accept the later Civil Surgeon's certificate produced by the workman and amend his date of birth accordingly. There shall be no order as to costs.

Dated : 21-12-1984.

K. K. DUBE, Presiding Officer
[No. L-18011(2)/82-D.IV (B)]

New Delhi, the 7th January, 1985

S.O. 261.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2 Dhanbad, in the industrial dispute between the employers in relation to the management of Nudkharkee Colliery of M/s. Bharat Coking Coal Limited, and their workmen, which was received by the Central Government on the 4th January, 1985.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 67 of 1984

In the matter of Industrial Disputes under Section 10 (1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Nudkharkee Colliery of M/s. Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the employers—Shri B. Joshi, Advocate.

On behalf of the workmen—Shri B. Lal, Advocate & Shri D.K. Verma, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dated, Dhanbad, the 31st December, 1984

AWARD

The Government of India in the Ministry of Labour & Rehabilitation in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred

the following dispute to this Tribunal for adjudication under Order No. L-20012(220)/84-D.III(A), dated, the 25th Sept., 1984.

THE SCHEDULE

“Whether the action of the management of Nudkharkee Colliery of M/s. Bharat Coking Coal Limited in putting Shri Hari Nayak, a permanent Overburden Remover as ‘badli’ Overburden Remover without proving his misconduct, is justified? If not, to what relief the workman is entitled?”

The case of the workmen is that the concerned workman Shri Hari Nayak who was working as Overburden Remover went on leave from 28-9-83 to 5-10-83 and resumed his duty on 6-10-83. On 7-10-83 he was sick and could not attend his duty. He continued to be sick upto 14-11-83 and was being treated at Katras where he was staying with his relation as there was nobody to look after him in Nudkharkee Colliery. When on 15-11-83 the concerned workman reported for duty after being medically fit he was informed by the management that he has lost his lien on the permanent job as he could not join his duty after availing of leave from 28-9-83 to 5-10-83. The concerned workman explained to the management that he had reported for his duty after availing his leave on 6-10-83 and such there was no question of losing lien on his permanent job and treating him as badli workman. The management did not allow the concerned workman to work with effect from 15-11-83 without any valid reason. Thereafter an Industrial dispute was raised by the union on behalf of the concerned workman against the order of the management keeping him on badli list. During the pendency of the dispute the management has already rescinded their order keeping the concerned workman on badli list but the management informed the concerned workman that the would not be entitled to any wages for the idle period when he could not be given work. It is submitted on behalf of the concerned workman that the action of the management keeping him on badli list was unjustified and that he was entitled to wages and other benefits for the period he was not given work.

The case of the management is that the concerned workman went on leave from 28-9-83 to 5-10-83. He reported sick on 6-10-83 and was granted sick leave for 6-10-83 and 7-10-83 and thereafter the concerned workman remained absent from his duty till 14-11-83 and reported for duty on 15-11-83. As the concerned workman remained absent unauthorisedly for more than 10 days after the expiry of his original leave subsequently extended by two days on medical ground, his name was kept on badli list from 11-11-83 according to the provisions of the Standing Orders. This was a routine matter and there was no scope for raising any grievance. The concerned workman stated that he remained absent unauthorisedly on account of sickness. The management did not find the medical ground to be genuine. The concerned workman did not submit any explanation as to why he did not apply for extension of his leave on medical ground. The concerned workman was not chargesheeted for his unauthorised absence and has not been punished. He only been put on badli list and as soon as he will complete 190 days of continuous service within a period of one year as badli worker he will be made permanent. It is not a case of punishment of the concerned workman but is a case of change in status for a temporary period according to the provision of the Standing Order. The action of the management is legal, bonafide and in accordance with the Standing Orders and as such the concerned workman is not entitled to any relief.

The point for determination in this reference is whether the action of the management in putting the concerned workman as a badli Overburden Remover without proving his misconduct is justified.

The workmen and the management have each examined one witness in support of their respective case. The concerned workman has further exhibited five documents and the management has also exhibited two documents.

Admittedly, the concerned workman has been allowed by the management to resume his duty as a permanent worker.

Ext. W-2 dated 8-10-84 shows that the management considered the case of the concerned workman regarding putting his name in badli list and allowed him to resume his duty with immediate effect with a warning that such act should not be repeated in future. It further shows that the management treated the period of idleness to the date of reporting of the concerned workman on duty as dies non. MW-1 has stated that when the concerned workman reported for duty in 1984 he was given work as permanent worker. It has been admitted during the course of argument that the concerned workman has resumed his duty as a permanent worker after an order passed vide Ext. W-2. It will therefore appear clear that the concerned workman has resumed his duty as a permanent Overburden Remover after 8-10-84. Now main grievance of the concerned workman is that he should be paid the wages for the period of idleness when he was kept in badli list and was given no work.

In order to decide whether the concerned workman is entitled to the wages for the idle period, it has to be examined whether the original order of the management passed in Ext. W-4 dated 3-11-83 was justified. Ext. W-4 dated 3-11-83 is the order communicated to the concerned workman by the management. This Ext. W-4 may be read along with its correction vide Ext. M-1 dated 8-11-83 issued by the management to the concerned workman. It will appear from Ext. W-4 that the sanctioned leave from 18-9-83 to 5-10-83 granted to the concerned workman expired and he was to join on 6-10-83. In Ext. W-4 it is stated that as the workman did not report for duty nor sent any intimation or application for extension of leave, the concerned workman lost lien on his appointment under Clause 10(F) of the Certified Standing Orders of the colliery applicable to him and accordingly his name was put in badli list with immediate effect. By Ext. M-1 correction was made in Ext. W-4 to the effect was put on the badli list from 6-10-83 when in fact he was present on 6-10-83 and was on sick leave for 7-10-83 and that since 8-10-83 he was absenting without any intimation or permission. From para-3 and 4 of the W.S. of the management it will appear that the name of the concerned workman was kept on the badli list from 11-11-83.

Ext. W-4 is the original order by which the concerned workman was put on badli list. It will appear as the concerned workman did not report for duties after more than 10 days of his leave/extended leave the management dealt with his case under Clause 10(F) of the Certified standing Orders of the colliery and the concerned workman lost lien on his appointment and was put on badli list. Ext. M-2 is the Certified Standing orders of the Nudkharkee Colliery. Clause 10(F) provides “If a workman remains absent beyond the period of leave original granted or subsequently extended, he shall lose lien on his appointment unless he

(a) returns within 10 days of expiry of expiry of his leave; and

(b) explain to the satisfaction of the manager his inability to return on the expiry of his leave.

In case the workman loses his lien on the appointment, he shall be entitled to be kept on the “badli list”. From the admitted facts of the case it will appear that the concerned workman was on sanctioned leave from 28-9-83 to 5-10-83 and he was to join after the expiry of the sanctioned leave on 6-10-83. It is admitted that on 6-10-83 the concerned workman had joined his duties. The case of the concerned workman is that on 7-10-83 he was sick and got himself treated in the colliery hospital on 7-10-83 and did not report for duty and was under the treatment upto 14-11-83 at Katras. It is nowhere stated by the concerned workman that he had applied for leave for 7-10-83 and according to him he remained absent from 7-10-83 to 14-11-83 unauthorisedly. On the above facts it is submitted that Clause 10(f) of the Certified Standing orders of the colliery is not applicable in the case of the concerned workman. It is submitted that the said unauthorised absence of the concerned workman will be a misconduct under clause 18(n) of the Certified Standing Orders Ext. M-2 and as no disciplinary proceeding had been taken against him he did not lose lien on his appointment and the order putting him on the badli list was wrong and not in accordance with the Certified Standing orders. The case of the management in para-3 of the W.S. is that

the concerned workman reported sick on 6-10-83 and was granted sick leave for two days, i.e. on 6-10-83 and 7-10-83 and thereafter he remained absent. Ext. M-1 which is the management's own document will show that the concerned workman was present on 6-10-83 and that he was on one day sick leave on 7-10-83. It is clear therefore that the concerned workman had worked on 6-10-83 and that he was not on sick on 6-10-83. Although it is stated by the management that the concerned workman was on sick leave on 6 and 7-10-83, the management has produced no paper to show that the concerned workman had either applied for sick leave for 6th or 7th October, 1983 or that he was granted sick leave for any of those two days. Had the concerned workman applied for sick leave for 6th or 7th October, 1983 and the management had granted the prayer for sick leave to the concerned workman, the management must have produced those papers in support of its case. Ext. W-5 dated 5-11-83 is a letter from the concerned workman to the Manager, Nudkharkee Colliery. It shows that after the expiry of the leave he had worked on 6-10-83 and that he got himself treated in the colliery dispensary on 7-10-83 and did not attend to his duties. This is one of the earliest letter of the concerned workman which shows that he had absented from 7-10-83 without any intimation to the management. In view of the above facts it will appear that Clause 10(f) of the Standing Orders Ext. M-2 is not applicable in the case of the concerned workman. On the expiry of his leave he had resumed his duties on 6-10-83 and thereafter he did not apply for any leave and remained absent unauthorisedly from 7-10-83. Clause 10(f) is applicable only when a workman remains absent beyond the period of leave originally granted or subsequently extended. In the present case the concerned workman did not remain absent after the period of the expiry of the leave and as such Clause 10(f) is not applicable. It will also appear that the concerned workman had not subsequently extended the leave after 5-10-83 nor had he applied for any leave for 7-10-83. Taking all these facts into consideration I hold that Clause 10(f) of the Certified Standing Order is not applicable to the facts of the case of the concerned workman.

The facts established above will show that the concerned workman was continuously absenting without permission from 7-10-83 and such continuous absence without permission is covered under Clause 18(n) and is a misconduct for which a departmental proceeding may be gone into for passing a suitable punishment. Admittedly, no departmental proceeding for misconduct of continuous absence without permission was started against the concerned workman and as such the management was not justified in taking action against the concerned workman under Clause 10(f) of the Standing Orders. It appears that the management had realised that the order passed vide Ext. W-4 was not proper and as such the management allowed the concerned workman to resume duty as permanent Overburden Remover vide Ext. W-2 dated 8-10-84. As the management was not justified in treating the case of the concerned workman under Clause 10(f) of the Standing Orders the entire order of losing lien of the concerned workman treating him as badli workman was wrong, against the Standing Orders and unjustified.

In view of the discussion made above, I hold that the action of the management of Nudkharkee Colliery of Messrs. Bharat Coking Coal Limited putting the concerned workman as badli Overburden Remover as not justified. As the concerned workman has already resumed his duties as permanent Overburden Remover, there is no need to pass further order to that effect. However, as the order of the management putting the concerned workman in badli list was not justified, the concerned workman is entitled to the back wages and other benefits from 12-11-83 to the date of resuming his duties as permanent Overburden Remover.

This is my Award.

I. N. SINHA, Presiding Officer
[No L-20012(220)/84-D. III(A)]
A. V. S. SARMA, Desk Officer